



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda Capital Investment Committee

Thursday, January 28, 2016

3:00 PM

Board Room

January 28, 2016

Approval of Minutes

1. [16-0061](#) Approval of Committee Minutes from October 29, 2015.
2. [16-0060](#) election of Committee Chairman and Vice Chairman
3. [16-0110](#) Consideration of a Professional Services Agreement (COF Contract No. 2015-0419) with B. G. Jones and Company, LLC for Appraisal Services for the SR-96 East Sidewalk Project in an Amount Not to Exceed \$90,000.00 (01/28/16 CIC 4-0)

Sponsors: Engineering
Attachments: [COF 2015-0419 SR96E Sidealk BGJones Appraisal - PSA and attachment.Law](#)
4. [16-0111](#) Consideration of a Professional Services Agreement (COF Contract No. 2016-0010) with R. Rhett Turner for Review Appraisal Services for the SR-96 East Sidewalk Project in an Amount Not to Exceed \$47,400.00(01/28/16 CIC 4-0)

Sponsors: Engineering
Attachments: [COF 2016-0010 - SR96E Sidealk Review Appraisal - PSA.lawapproved.pdf](#)
[COF 2016-0010 - SR96E Appraisal Review - Scope.pdf](#)
5. [16-0112](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2014-0209) with EG&G, a Division of CT Consultants, Inc., for the Preparation of Final Plans and Specifications for the Franklin Road Corridor Improvements (Streetscape) Project, from the Harpeth River Bridge to Harpeth Industrial Court, at a Cost INCREASE Not to Exceed \$3,700.00 (01/28/16 CIC 4-0)

Sponsors: Engineering
Attachments: [COF 2014-0209 Franklin Rd PSA CT Amendment 1 FINAL - LA.pdf](#)

6. [16-0115](#) Consideration of Amendment No. 4 to TDOT Contract No. 070112 (COF Contract No. 2009-0051) for Mack Hatcher Parkway West, from South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin (TDOT PIN 101454.01; Federal Project Number: STP-397(8), STP/HPP-397(10); State Project Number: 94-092-1224-14/94092-2226-14) for an INCREASE of \$81,607.00 in eligible reimbursement costs. (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2009-0051 Mack Hatcher Amendment 4 with TDOT \(Contract No. 070112\)](#)
7. [16-0116](#) Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2013-0034) with CDM Smith, Inc. for the Mack Hatcher Extension Project (SR-397 Mack Hatcher Parkway West, from South of SR-96, West of Franklin, to East of SR-106 (US-431), North of Franklin, Williamson County) at a Cost INCREASE of \$81,607.00 (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2013-0034 – Amendment 2 Mack Hatcher Extension Project - LA.pdf](#)
8. [16-0125](#) *Consideration of a Professional Services Agreement (COF Contract No. 2016-0015) with Barge Waggoner Sumner & Cannon, Inc. for the Preliminary Engineering Phase (Environmental Only) for the Columbia Avenue Widening Improvements Project in an Amount Not to Exceed \$1,070,450.00 (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2016-0015 ColumbiaAve PrelimEngrPSA.lawapproved.pdf](#)
[COF 2016-0015 ColumbiaAve PrelimEngrPSA-Attachment_A.pdf](#)
9. [16-0113](#) Consideration of a Professional Services Agreement (COF Contract No. 2015-0119) with Volkert, Inc. for On-Call Traffic Engineering Services (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2015-0119 Volkert On-Call Traffic Engineering - PSA with attachments.Lay](#)
10. [16-0114](#) Consideration of a Professional Services Agreement (COF Contract No. 2015-0378) with Neel-Schaffer, Inc. for On-Call Traffic Engineering Services (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2015-0378 Neel-Schaffer On-Call Traffic Engineering - PSA with attachmen](#)

11. [16-0117](#) Consideration of Ordinance 2015-68, to be entitled: "An Ordinance to Set New Speed Limits on Long Lane, North of Peytonsville Road." (01/28/16 CIC 4-0; 02/09/16 BOMA 8-0 1st Reading) SECOND AND FINAL READING
- Sponsors:** Engineering
- Attachments:** [Ord 2015-68 - Speed Limit Long Lane with attachment.Law Approved](#)
12. [16-0118](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0284) with Barge Waggoner Sumner & Cannon, Inc. for Development of Street Light Standards at a Cost INCREASE Not to Exceed \$14,700.00 (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2015-0284 Amendment 1 COF Street Lighting Standards PSA and Scope](#)
13. [16-0135](#) PUBLIC HEARING: Consideration of Ordinance 2015-65, "An Ordinance Amending the City of Franklin Municipal Code, Appendix A - Comprehensive Fees and Penalties, Chapter 16. Streets and Sidewalks" (Pertaining to the establishment of a transportation impact analysis review fee). (01/28/16 CIC 4-0; 02/09/16 BOMA 1ST READING 8-0) SECOND AND FINAL READING
- Sponsors:** Paul Holzen
- Attachments:** [Ord 2015-65 TIA Review Fees - LA](#)
14. [16-0121](#) Consideration of a Request to Approve Sanitary Sewer Availability for 322 Springhouse Circle (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [322 Spring House Circle Request.pdf](#)
[322 Springhouse Circle Franklin sewer availability form.pdf](#)
[322 Springhouse Circle Map.pdf](#)
15. [16-0122](#) Consideration of a Request to Deny Sanitary Sewer Availability for 3916 East McEwen Drive (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [3916 E McEwen Dr - Denial Request.pdf](#)
[3916 E McEwen Dr Map.pdf](#)
16. [16-0123](#) Consideration of a Request to Deny Sanitary Sewer Availability for 3880 East McEwen Drive (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [3880 E McEwen Dr - Denial Request for Water-Sewer Avail 001.pdf](#)
[3880 E McEwen Dr Map.pdf](#)

17. [16-0109](#) Transportation Projects Status Report
Sponsors: Engineering
18. [16-0119](#) Water and Sewer Projects Status Report
Sponsors: Engineering
19. [16-0120](#) Stormwater Projects Status Report
Sponsors: Engineering

Other Business**Adjournment**

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2015-0419**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **B.G. JONES & COMPANY, LLC** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

SR 96E Sidewalk Project

1. SCOPE OF SERVICES. Consultant shall provide real estate appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Eric Stuckey
City Administrator
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



Monday, November 30, 2015

Mr. Ben Worley
ROW Agent / Project Manager
Engineering Department
109 Third Avenue S
Franklin, TN 37064

RE: SR 96 East Sidewalk ROW
30 Tracts
Franklin, TN

Dear Mr. Worley:

The following proposal is for a total of 30 tracts within the above referenced project, identified as Tract Nos. 4-30 & 33-35. The intended user of the reports is the City of Franklin, for use in determining compensation owed as a result of right-of-way condemnation. *B.G. Jones & Company, LLC* will not be responsible for any unauthorized use of the reports. The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), issued by the Appraisal Standards Board of the Appraisal Foundation, and will be completed in the reporting format recommended by the Tennessee Department of Transportation.

The fee for this assignment is \$3,000 per tract, or **\$90,000**. We estimate that all reports can be completed by May 1, 2016.

Thank you for allowing *B.G. Jones & Company, LLC* the opportunity to submit this proposal. If you have any questions, please advise.

Sincerely,

Ben G. Jones, MAI, CCIM
B.G. Jones & Company, LLC
Principal

State Certified General Real Estate Appraiser
License No. 3082

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0010**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **R. RHETT TURNER** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

SR 96E Sidewalk Project – Appraisal Review

1. SCOPE OF SERVICES. Consultant shall provide real estate appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount Not to Exceed of FORTY ~~FOURTY~~ -SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$47,400.00)

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

City of Franklin, Williamson County, Tennessee
 Bid Proposal for 30 Tracts on SR 96
 SR 96 East Sidewalk Improvements Project
 Bid Date 1/4/2016 for Real Estate Appraisal Review and Administrative Services

COF 2016-0010
 Attachment A
 PG 1 of 2

Tract	Owner	Appraisal Review and Form 2 fee
4	Jordan	\$ 1,800.00
5	Berkeley	\$ 1,800.00
6	Tucker	\$ 1,800.00
7	McGaha	\$ 1,800.00
8	Christensen	\$ 1,800.00
9	Montague	\$ 1,800.00
10	Anderson	\$ 1,800.00
11	Darnauer	\$ 1,800.00
12	Dunn	\$ 1,500.00
13	Ables	\$ 1,500.00
14	Butner	\$ 1,500.00
15	Bisagno	\$ 1,500.00
16	Tichenor	\$ 1,500.00
17	Samual Brown Jr.	\$ 1,500.00
18	Brown	\$ 1,500.00
19	Smith	\$ 1,500.00
20	Jeter	\$ 1,500.00
21	Gentry	\$ 1,500.00
22	Gentry	\$ 1,500.00
23	Williams	\$ 1,500.00
24	Construction Ventures Corp	\$ 1,500.00
25	Litzenberg	\$ 1,500.00
26	Peay	\$ 1,500.00
27	Swain	\$ 1,500.00
28	Cherry	\$ 1,500.00
29	Moore	\$ 1,500.00
30	Bentley	\$ 1,500.00
33	Johnson	\$ 1,500.00
34	Rios	\$ 1,500.00
35	Collins	\$ 1,500.00
30 Tracts	Total	\$ 47,400.00

R. Rhett Turner, MAI
 PO Box 2191
 Mt. Juliet, TN 37121
 615-812-7698
 Email RRT2244@gmail.com

Law Dept. Approved 2/4/2016

City of Franklin, Williamson County, Tennessee
Bid Proposal for 30 Tracts on SR 96
SR 96 East Sidewalk Improvements Project
Bid Date 1/4/2016 for Real Estate Appraisal Review and Administrative Services

COF 2016-0010
Attachment A
PG 2 of 2

Please see the above proposal fee schedule for the Appraisal Review, Form 2 and administrative services to be performed per TDOT Guidelines. A full scope of work to be completed can be provided if needed.

Terms: When the review the Market data brochure (MDB) is completed, an invoice for 30% of the total fee will be submitted for payment. When the Appraisal Review Report & Form 2 for each tract is submitted, an invoice for the tract fee less 30% will be submitted for payment. Payment in full for each tract is expected when the Appraisal Review Report and Form 2 are delivered to the City of Franklin.

If a MDB is not required by the client, then the terms are full tract fees will be due with the Appraisal Review Report and Form 2s are submitted to the client.

Required meetings, revisions to Appraisal Review Reports and Form 2s due to plans changes/revisions the hourly rate of \$250.00 applies. The amount of time and scope of work required will be addressed on tract by tract basis with the client prior to completing additional work and invoicing.

Time Line: I understand the project should start approximately January 2016 and be completed March-April 2016. The review and administrative process documentation delivery is approximately 30-45 days, or less, from the date of the MDB and individual appraisal reports being delivered to the review appraiser.

If you have any questions, please let me know and I will be glad to discuss and address any questions or comments.

Thank you for the opportunity to work with the City of Franklin.

Regards,



R. Rhett Turner, MAI
Tennessee Certified General Appraiser, TN-CG2244

R. Rhett Turner, MAI
PO Box 2191
Mt. Juliet, TN 37121
615-812-7698
Email RRT2244@gmail.com

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Regards,



R. Rhett Turner, MAI
Tennessee Certified General Appraiser, TN-CG2244

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**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN ROAD CORRIDOR IMPROVEMENTS,
HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL
COURT, PROJECT
COF Contract No. 2014-0209**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, by and between the **City of Franklin, Tennessee** ("City") and CT Consultants, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court – Final Plans and Specifications, dated the 14th day of October 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$136,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional LED street lighting design work for the Project not originally included within the design contract; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A, dated October 5, 2015, in the amount of **THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$3,700.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their October 5, 2015, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$3,700.00)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed,

with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated October 14, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CT CONSULTANTS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



October 5, 2015

Mr. William Banks
Staff Engineer
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

**Re: *Franklin Corridor and Connector Streets Economic Development Project
Franklin Road
Proposal for Revising Franklin Road Street Lighting Plans from Metal Halide to LED***

Dear William:

In follow-up to your request, I am submitting this proposal for the Franklin Road project. The anticipated Scope of Services to be provided includes:

FINAL PLANS AND SPECIFICATIONS

1. Revise the current street lighting plans and documents to utilize LED lighting from the currently designed Metal Halide system.

FEE SCHEDULE

1. Revise Current Street Lighting Plans to Utilize LED Lighting: \$3,700

NOTES:

1. This proposal modifies COF Contract No. 2014-0209 as described Under Item 1 under "Final Plans and Specifications." All other terms of COF Contract No. 2014-0209 remain unchanged.
2. This proposal is valid for a period of 60 days from October 5, 2015.

Should you have any questions or comments, please do not hesitate to contact us.

Respectfully,

CT CONSULTANTS, INC.

Paul J. Roszak, RLA, ASLA, LEED GA
Project Manager

PJR/saa

\\Akr-Dc1\Akr-Vol1\2014\14458\ACCT\10-5-15 (Franklin Rd Proposal For Leds) .Docx



000001

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAM DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

December 28, 2015

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Ave. South
Franklin, TN 37064

Re: Mack Hatcher Parkway West, From South of SR-96 West of Franklin to East of SR-106 (US-431)
North of Franklin
Franklin, Williamson Co
PIN: 101454.01
Federal Project Number: STP-397(8), STP/HPP-397(10)
State Project Number: 94092-1224-14/94092-2226-14
Contract Number: 070112

Dear Mayor Moore:

I am attaching an amendment to the original contract. The amendment deletes Exhibit A in its entirety and replaces with Exhibit A for Amendment 4 which increases funds to the Preliminary Engineering-Design phase. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager

Attachment

Amendment Number: 4

Agreement Number: 070112

Project Identification Number: 101454.01

Federal Project Number: STP-397(8)/STP/HPP-397(10)

State Project Number: 94092-1224-14/94092-2226-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Franklin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Mack Hatcher Parkway West, from SR-96 West of Franklin to SR-106(US-431) North of Franklin"

The language of AGREEMENT # 070112 dated January 15, 2015 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **4**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ken Moore **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Shauna Billingsley **John Reinbold**
City Attorney **General Counsel**

EXHIBIT "A" for Amendment 4**AGREEMENT NUMBER: 070112****PROJECT IDENTIFICATION NUMBER: 101454.01****FEDERAL PROJECT NUMBER: STP-397(8)/STP/HPP-397(10)****PROJECT DESCRIPTION: MACK HATCHER PARKWAY WEST, FROM SOUTH OF SR-96 WEST OF FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN****CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.**TYPE OF WORK: NEW CONSTRUCTION**

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
NEPA/SURVEY	STP	80%	20%	0%	\$400,000.00
DESIGN/ROW	LOCAL FUNDS	0%	0%	100%	\$5,000,000.00
DESIGN	STP	80%	20%	0%	\$714,163.00
ROW-	STP	80%	20%	0%	\$9,000,000.00
ROW-	HPP	80%	20%	0%	3,500,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.**LEGISLATIVE AUTHORITY:** STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.**FUTURE BUDGET REQUEST:** The Department shall include a request for funding for the Construction phase of the project into a future budget request to the Legislature. Then the Department shall administer the Construction phase of the Project if such funding request is approved. The Construction phase shall include, but not be limited to, advertisement and award of the construction contract; and providing for the construction engineering, inspection, and contract administration.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER EXTENSION PROJECT [SR-397 MACK
HATCHER PARKWAY WEST, FROM SOUTH OF SR-96, WEST
FRANKLIN TO EAST OF SR-106 (US431) NORTH OF FRANKLIN
WILLIAMSON COUNTY
COF Contract No. 2013-0034**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and **CDMSMITH, INC** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project (SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US431) North of Franklin Williamson County)(COF Contract No. 2013-0034), dated the 23rd day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$277,500.00), and

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 1 to the Professional Services Agreement for Mack Hatcher Extension Project (SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US431) North of Franklin Williamson County], dated the 25th day of November 2014;

WHEREAS, said Amendment No. 1 stipulated that the Consultant would be paid a not to exceed fee of \$355,056.00 as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Attachment A dated November 17, 2015, in the amount of **EIGHTY ONE THOUSAND SIX HUNDRED SEVEN AND NO/100 DOLLARS (\$81,607.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their November 17, 2015, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in **Attachment A** an amount not to exceed **EIGHTY ONE THOUSAND SIX HUNDRED SEVEN AND NO/100 DOLLARS (\$81,607.00)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated April 23, 2013 and Amendment No. 1 dated November 25, 2013 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDMSmith, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

COF 2013-0034
Amendment 2
Attachment A
PG 1 of 13

November 17, 2015

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope and estimate of work on the above referenced project. This additional work results from requests by TDOT and the City of Franklin to revise the project plans and environmental permit drawings in a manner that was not included in any previous scope of work.

This work includes six (6) revisions to the environmental permit drawings and right-of-way plans after the existing permit drawings had been updated, and submitted, for the current two-lane project design. A permanent access easement was added to the right-of-way plans and they were revised to show more controlled access right-of-way. A Public Information Meeting was held requiring the preparation of project displays and attendance by CDM Smith personnel. The intersection at State Route 106 was revised to include more raised medians. The structural design plans will be revised to eliminate the micropile design alternate for the Harpeth River Bridge pier footings and to show the portable barrier rail attached to the bridge deck. The geotechnical plans will be revised to eliminate the micropile design alternate for the Harpeth River Bridge pier footings and additional information will be provided for the retaining walls on the project.

A more detailed description of the additional work can be found in the Project Scope (Exhibit A), the Structural Engineering Scope of Services (Exhibit C) and the Geotechnical Scope of Services (Exhibit D).

The total work order request is for **\$81,606.74**. In summary, the requested estimate is distributed as follows:

Tasks	Fees
Roadway Design	\$ 49,358.47
Structural Design	\$ 14,748.27
Geotechnical Design Plans and Report	\$ 17,500.00
Total	\$ 81,606.74





COF 2013-0034
Amendment 2
Attachment A
PG 2 of 13

This estimate includes our contracted overhead rate of 175.81% for Federally Funded projects with a fee of 12.5% calculated on a multiplier of 2.35. If you have any questions or comments please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Zack A. Daniel".

Zack Daniel, PE
Associate/Client Service Leader
CDM Smith Inc.

cc: John Hunter – CDM Smith
Patrick Murray – CDM Smith

Attachments: Exhibit A – Project Scope
 Exhibit B – Roadway Design Estimate
 Exhibit C – Structural Design Scope and Estimate
 Exhibit D – Geotechnical Design Scope and Estimate

**Exhibit A
Project Scope**

COF 2013-0034
Amendment 2
Attachment A
PG 3 of 13

STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

November 17, 2015

CDM Smith is pleased to submit this scope of services for additional work on the above referenced project. This additional work results from requests by TDOT and the City of Franklin to revise the project plans and environmental permit drawings in a manner that was not included in any previous scope of work.

This proposal includes all required out-of-scope work to update the project plans to TDOT standards for a future construction letting for the proposed two-lane roadway including:

- The right-of-way plans and permit drawings have been/will be revised six (6) times as requested by TDOT Environmental Division after the environmental permit drawings had been updated to reflect the current two-lane project design and submitted to TDOT on January 8, 2015
- The right-of-way plans were revised to include a permanent access easement for right-of-way Tract 9.
- The right-of-way plans were revised to show controlled access right-of-way through most of the project.
- Project displays were developed for the Public Information Meeting originally scheduled for March 5, 2015. The displays were updated, prior to the rescheduled April 16 Public Information Meeting, to show the revised controlled access along the project.
- The project plans were revised to include a raised median on State Route 106 as requested by the City of Franklin.
- The geotechnical plan sheets will be updated and re-formatted according to current TDOT standards.
- The bridge design plans will be revised to remove the micropile foundation design for the Harpeth River Bridge pier footings and show the portable barrier rail attached to the bridge deck per requests from TDOT Structures Division.
- The micropile foundation design for the Harpeth River Bridge pier footings will be removed from the geotechnical plan sheets per the April 16, 2015 request by the TDOT Geotechnical Office. Additional information regarding the retaining walls on the project will be provided per comments received from the TDOT Geotechnical Office.

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

**EXHIBIT B
ROADWAY DESIGN
FEE ESTIMATE**

**REGION 3
WILLIAMSON COUNTY
STP-HPP-397(10), PIN 101454.01
SR-397 (MACK HATCHER PKY)
From SR-96 to SR-106**

6/16/2015

**COF 2013-0034
Amendment 2
Attachment A
PG 4 of 13**

ROADWAY DESIGN	HOURS PER PERSONNEL CLASS				
	PM	Proj Eng	Engineer	CAD Tech	CAD Drafter
Environmental Permits and Associated Plans Revisions (6 Revisions)	10		77	81	34
Access Road Plans Revision	4		22	10	6
Controlled Access ROW Plans Revision	6		20	10	4
Nepa Hearing Displays and Attendance to Meetings	14		52	50	22
SR-106 Intersection Redesign			14	10	
Geotechnical Plans Update and Formatting				4	10
HOURS PER CLASSIFICATION	34		185	165	76
MANDAYS	4.3		23.1	20.6	9.5
TOTAL HOURS	460				
TOTAL DAYS	57.5				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ 58.40	x	34	=	\$ 1,985.60
Project Engineer	\$ 47.00	x		=	\$ -
Engineer	\$ 40.00	x	185	=	\$ 7,400.00
CAD Tech	\$ 30.00	x	165	=	\$ 4,950.00
CAD Drafter	\$ 22.00	x	76	=	\$ 1,672.00
LABOR =					\$ 16,007.60

OVERHEAD (DL x 1.7581)					
	\$ 16,007.60		X	175.81%	\$ 28,142.96

FEE (DL x 2.35 x 12.5%)					
\$	16,007.60	X	2.35	X	12.5%
					\$ 4,702.23

DIRECT EXPENSES					
Local Mileage (4 Trips X 46 Miles Per Trip)	184		X	0.47	\$ 86.48
Non-Local Mileage (1 Trips X 360 Miles Per Trip)	360		X	0.47	\$ 169.20
Printing/Reproduction (2 Final Roll Plots Plots)	2		X	75.00	\$ 150.00
Printing/Reproduction (2 Draft Roll Plots Plots)	2		X	50.00	\$ 100.00
DIRECT EXPENSES =					\$ 505.68

PROJECT DESIGN = \$ 49,358.47

CDM Smith
S.R. 397 (MACK HATCHER PARKWAY)
WILLIAMSON COUNTY

STRUCTURAL ENGINEERING SCOPE OF SERVICES

PROJECT DESCRIPTION

This scope of services consists of engineering and drawing revisions related to finalization of the construction documents for the East Bound Structure over the Harpeth River for the S.R. 397 (Mack Hatcher Parkway) Project.

PROJECT SPECIFICS

The project includes the following:

- Deleting all elements for the micropile foundation option
- Revising Retaining Wall No. 1 based on new geotechnical recommendations

SCOPE OF WORK

The proposed construction documents were previously revised to reflect elimination of the West Bound Bridge over the Harpeth River and construction of the East Bound Bridge to allow two-way traffic. The proposed construction documents included a micropile foundation option and a drawing for Retaining Wall No. 1. Direction to remove the micropile foundation option has now been received and a geotechnical report providing recommendations for Retaining Wall No. 1 will now be developed. The proposed work activities to accomplish this effort include:

- Revising all drawings related to eliminating the micropile foundation option
- Revising the Retaining Wall No. 1 drawing to reflect the new geotechnical recommendations
- One additional combined review by the City of Franklin and TDOT Structures Division

Not Included in this Scope:

- Shop drawing review
- Construction assistance

CDM SMITH
STRUCTURES DESIGN
STANDARD COST/FEE ESTIMATE

Tennessee Department of Transportation
Mack Hatcher Parkway
Fee Proposal for Engineering and Drawing Revision Services

<u>Project Component</u>	<u>Fee</u>	<u>MD's</u>
Engineering and Drawing Revisions	\$14,748.27	16.0
Total Final Fee=	<u>\$14,748.27</u>	<u>16.0</u>

CDM SMITH
STRUCTURES DESIGN
STANDARD COST/FEE ESTIMATE

COF 2013-0034
Amendment 2
Attachment A
PG 7 of 13

Project: Mack Hatcher Parkway Engineering and Drawing Revisions

I. DIRECT PAYROLL COSTS

2015 rates

PHASE A - FIELD INSPECTION, IMPROV'T RECOMMENDATIONS

Associate Engineer	0.0	Man Days @	541.60 =	\$0.00
Design Engineer	0.0	Man Days @	0.00 =	\$0.00
Senior Technician	0.0	Man Days @	180.00 =	\$0.00
Technical Typist	0.0	Man Days @	0.00 =	\$0.00
Subtotal	=	0.0		\$0.00

PHASE B - PRELIMINARY PLANS DEVELOPMENT, SUBMITTALS

Project Director	0.0	Man Days @	0.00 =	\$0.00
Associate Engineer	2.5	Man Days @	541.60 =	\$1,354.00
Senior Engineer	0.0	Man Days @	0.00 =	\$0.00
Design Engineer	7.5	Man Days @	315.44 =	\$2,365.80
Designer	0.0	Man Days @	0.00 =	\$0.00
Senior Technician	6.0	Man Days @	180.00 =	\$1,080.00
Technician	0.0	Man Days @	0.00 =	\$0.00
Technical Typist	0.0	Man Days @	0.00 =	\$0.00
Subtotal	=	16.0		\$4,799.80

PHASE C - FINAL CONSTRUCTION PLANS

Project Director	0.0	Man Days @	0.00 =	\$0.00
Associate Engineer	0.0	Man Days @	541.60 =	\$0.00
Senior Engineer	0.0	Man Days @	0.00 =	\$0.00
Design Engineer	0.0	Man Days @	315.44 =	\$0.00
Designer	0.0	Man Days @	0.00 =	\$0.00
Senior Technician	0.0	Man Days @	180.00 =	\$0.00
Technician	0.0	Man Days @	0.00 =	\$0.00
Technical Typist	0.0	Man Days @	0.00 =	\$0.00
Subtotal	=	0.0		\$0.00

PHASE D - CHECKING SHOP PLANS

Associate Engineer	0.0	Man Days @	541.60 =	\$0.00
Senior Engineer	0.0	Man Days @	0.00 =	\$0.00
Design Engineer	0.0	Man Days @	315.44 =	\$0.00
Technical Typist	0.0	Man Days @	0.00 =	\$0.00
Subtotal	=	0.0		\$0.00

PHASE E - LOAD RATINGS

Associate Engineer	0.0	Man Days @	541.60 =	\$0.00
Senior Engineer	0.0	Man Days @	0.00 =	\$0.00
Design Engineer	0.0	Man Days @	315.44 =	\$0.00
Technical Typist	0.0	Man Days @	0.00 =	\$0.00
Subtotal	=	0.0		\$0.00

Total Direct Payroll Costs = \$4,799.80

- | | | |
|------|--|------------|
| II. | DIRECT COSTS: COMPUTER, PRINTING, TRAVEL & ETC. | \$100.00 |
| III. | OVERHEAD COST - 175.81% OF DIRECT PAYROLL COSTS | \$8,438.53 |
| IV. | NET FEE - 235.00% OF DIRECT PAYROLL COSTS X 12.5% | \$1,409.94 |

TOTAL FEE

\$14,748.27

CDM SMITH
STRUCTURES DESIGN
ESTIMATED DIRECT COSTS

COF 2013-0034
Amendment 2
Attachment A
PG 8 of 13

Project: Mack Hatcher Parkway Engineering and Drawing Revisions

A: Travel & Subsistence

Ground travel at \$0.47 per mile	0	miles	\$0.00
Air travel at \$.50 per mile for	0	miles	\$0.00
Daily subsistence @ \$150.	0	days	\$0.00
Inspection boat rental	0	days	\$0.00

B: Computer and Plotter

CADD - \$15 per hour for	0	hours	\$0.00
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C: Prints/Reproductions

0 sheets assumed

0 Plan Sets	0 sheets at	0.5 per sheet	\$0.00
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D: Materials & Supplies

1 Plan set(s):	0	sheets at	\$4.50 (Mylar)	\$0.00
Estimated project supplies at				\$50.00

E: Communication, Telephone & Postage

Estimated at				\$50.00
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F: Outside Data Services

Data service, concrete girder design	0	spans BDS runs at	\$35.00	\$0.00
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G: Outside Sub-Contractor Services

Access, rigging and/or traffic control (see Proposal)				\$0.00
Equipment rental, hazardous materials (see Proposal)				\$0.00
Geotechnical Engineering (see Proposal)				\$0.00

**TOTAL OF ESTIMATED DIRECT COSTS
(ITEM II PRECEDING SHEET)**

\$100.00

April 24, 2015

Mr. Patrick Murray, P.E.
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, Tennessee 3203

**RE: Scope of Services and Estimated Cost
Proposal for Additional Geotechnical Engineering Services
Proposed Extension to Mack Hatcher Parkway
Franklin, Tennessee
Amec Foster Wheeler Proposal No. 2015-001, Revision 1**

Mr. Murray:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present this revised proposed scope of work for the requested services. The purpose of our services is to prepare recommendations for the proposed retaining wall associated with the project and to review the final construction drawings.

Project Description

We are familiar with the project from the geotechnical studies we performed for the new roadway alignment. We originally completed a geotechnical study for the proposed Mack Hatcher Parkway extension from State Route 106 to State Route 96 (report dated January 28, 2010). We later revised our geotechnical reports (i.e., alignment and bridge) and drawings because the proposed route was extended to include the proposed roadway from State Route 96 to Townsend Boulevard. We provided our revised draft reports and draft drawings in March 2011.

We understand that the proposed roadway now includes two retaining walls that were not included in our original studies. You have requested us to provide this proposal for providing geotechnical recommendations for design and retaining wall types. Retaining Wall 1 will be located along the south side of Mack Hatcher Parkway between Stations 954+50 and 955+00. Wall 1 will be constructed along the approach embankment for the proposed bridge over the Harpeth River. Retaining Wall 2 will be located along the south side of State Route 96 between Stations 24+69 and 28+00 and will tie into the box bridge at Station 24+40.

Our geotechnical report for the planned bridge over the Harpeth River provided two foundation type options, one for drilled piers and one for micropiles. You informed us in an e-mail on April 18, 2015 that TDOT has decided to only use drilled piers for the bridge foundations. TDOT

requested that any references to the micropile option be removed from the geotechnical drawings and reports.

Proposed Scope of Services

Task 1 - Wall Concept Sheets

As requested, we propose to provide a wall concept drawing for each of the new retaining walls planned for the project. As noted in our e-mail to you on January 21, 2015, TDOT's practice for geotechnical studies related to retaining walls includes advancing borings every 100 feet along the proposed wall alignment. Currently, there is only one boring near the new wall alignment along State Route 96. We understand that the project schedule will inhibit the ability to collect additional subsurface information to satisfy TDOT's normal practice. Therefore, we will use only the data from our previous exploration to develop geotechnical parameters that will be included on the wall concept sheets.

Our engineer will review the available data and make recommendations for site conditions and allowable parameters. We assume CDM Smith will provide us with an electronic version of the base sheets (alignment, elevation view, cross sections, etc.). We will use our CAD personnel to add geotechnical data and geotechnical recommendations to these base sheets.

Task 2 - Finalize Drawings and Reports

As noted in our January 21, 2015 e-mail, we submitted a stamped/signed copy of the drawings and reports, which were dated January 2010. After submitting these deliverables, we were asked by TDOT and CDM Smith to provide modifications to the original drawings, making the January 2010 version null and void. We made the necessary revisions to our drawings and reports and provided these documents on March 4, 2011 to CDM Smith for their review. The March 4, 2011 set of drawings contains 99 geotechnical sheets and is marked as DRAFT.

As TDOT requested, we propose to revise the March 2011 drawings and reports by removing any references to the micropile foundation option. Based on our discussions with you, we have assumed that additional changes or notes are not required to address the drilled pier recommendations on the drawings.

We will also review the most recent CDM Smith drawings to check for consistency with our previous drawings. We will need for you to provide us an electronic copy of the latest drawings for this review. If we do not encounter discrepancies or required changes in our review, we will provide a PDF copy of the stamped/signed drawings to you along with the new wall concept sheets previously mentioned. If we encounter discrepancies or there are changes needed, we will notify you to seek direction in moving forward (for example, we can provide red-line markups for CDM to incorporate in the drawings or you can provide us with the relevant Microstation files for Amec Foster Wheeler to revise). At this time, we assume we will not encounter discrepancies and therefore, will not need to expend cost to correct them.

As requested by TDOT, we will also prepare a geotechnical report for the proposed retaining walls. The report will include:

- A general description of the site and subsurface conditions along the proposed wall alignments;
- Recommendations for site preparation, subgrade improvement and placement / compaction of engineered fill; and
- Recommendations for design and construction of proposed retaining walls.

Cost Estimate

We propose to provide the services describe in accordance with Amec Foster Wheeler's standard Labor Rate Schedule (attached). The estimated cost associated with the scope of work defined herein is summarized below.

Task	Cost
Task 1 – Wall Concept Sheet	\$8,000
Task 2 – Finalize Drawings/Reports	\$9,500
Total	\$17,500.00

Any additional services above and beyond the scope noted above will be provided on an hourly basis in accordance with Amec Foster Wheeler's standard Labor Rate Schedule.

Completion Schedule

Based on our current workload, we can complete the above tasks within 15 working days of written notice to proceed and receipt of the base drawings.

Closure

If this proposal is acceptable, please indicate your approval by executing and returning the attached Services Agreement, which contains the Terms and Conditions under which the work will be performed. Once we receive the signed Agreement, we will sign it and return a fully executed copy to you for your file. The preceding scopes of work and the Terms and Conditions in our Agreement constitute our proposal and contract with you.

Once you have had an opportunity to consider the preceding, we will be happy to discuss any questions that you may have. Amec Foster Wheeler appreciates this opportunity to be of service to CDM Smith.

Yours truly,
Amec Foster Wheeler

A handwritten signature in blue ink, appearing to read "Nathan Long".

Nathan Long, P.E., P.G.
Geotechnical Engineer

Reviewed By:

A handwritten signature in blue ink, appearing to read "Mario Glorioso".

Mario Glorioso, P.E.
Geotechnical Branch Manager

Enclosed: Services Agreement
 Standard Labor Rate Schedule

Section III
Standard Cost Estimate For Geotechnical Services

3.00 Manpower Requirements

County: Franklin, Tennessee
Route: Proposed Extension to Mack Hatcher Parkway
Description: Proposal No. 2015-001, Revision 1
Project No.:
Geotechnical Office No.:
Consultant: Amec Foster Wheeler Environment & Infrastructure, Inc.
Prepared By: N. Long
Date Prepared: 8/26/2015
Contract Number:

Item No.	ACTIVITY	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	STAFF ENGINEER	SENIOR GEOLOGIST	ADMIN		DRAFTSMAN
		MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR	MAN-HOUR
3.10	Project Planning and Coordination		5.0						
3.20	Develop Wall Concept Sheet		4.0	32.0			2.0		32.0
3.30	Finalize Geotechnical Drawings and Reports		19.0	22.0		15.0	2.0		16.0
3.40									
3.50									
3.60									
3.70									
Total Estimated Hours			28.0	54.0		15.0	4.0		48.0
Hourly Rate			\$140.00	\$140.00		\$110.00	\$65.00		\$85.00
Subtotal of Estimated Man-hour Costs		\$0.00	\$3,920.00	\$7,560.00	\$0.00	\$1,650.00	\$260.00	\$0.00	\$4,080.00

Total Estimate of Man-hour Requirements:	\$17,470.00
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**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0015**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**Columbia Avenue (SR6/US31) Widening (TDOT PIN 121454.00), From Mack
Hatcher Parkway to Downs Blvd. – Preliminary Engineering /
Environmental Phase Design Services**

1. **SCOPE OF SERVICES.** Consultant shall provide preliminary engineering / environmental design services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of ONE MILLION SEVENTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,070,450.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2016.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Columbia Avenue Roadway Improvements
Franklin, TN
Subject: Revised Scope of Work and Fee**

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Spann", is written over a horizontal line.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)

bargewaggoner.com
Equal Opportunity Employer/Affirmative Action Employer

211 Commerce Street, Suite 600
Nashville, Tennessee 37201

615.254.1500 (office)
615.255.6572 (fax)



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Columbia Avenue Roadway Improvements
Franklin, TN**

Subject: Revised Scope of Work and Fee

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. J. Spann", is written over a horizontal line.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)



**Attachment A - Scope of Work
Improvements to Columbia Avenue
City of Franklin
12/14/2015**

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Compensation

I. PROJECT DESCRIPTION

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional services for the design of improvements to Columbia Avenue, from Mack Hatcher Parkway to just past Downs Boulevard, in Franklin, TN. This segment of Columbia Avenue frequently experiences traffic congestion and lacks appropriate pedestrian and bicycle facilities. The purpose of the roadway improvements is to provide a safer, more efficient corridor for all users.

II. SCOPE OF SERVICES

The following scope of services has been divided into three phases. These include the following:

- NEPA Phase Services;
- Design Phase Services;
- Construction Phase Services.

A detailed scope and fee follows for the NEPA Phase services. The scope and fee for Design Phase Services will be detailed once NEPA Phase services are complete.

NEPA Phase Services:

BWSC understands that the purpose of this phase of the project is to prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for the above subject project. In addition, BWSC will complete the environmental technical studies indicated herein as required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy NEPA documentation for the project. Generally speaking, the project study area comprises the portion of Columbia Avenue from Mack Hatcher Parkway to just north of Downs Boulevard and all existing and proposed rights of way. The NEPA Phase services have been divided into the following:

- A. NEPA Document Preparation;
- B. Planning and Analysis; and
- C. Preliminary Engineering.

Following is a detailed description of each:

A. NEPA Document Preparation

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into three (3) tasks. These include:

- Task A1 – Document Coordination;
- Task A2 - Stakeholder Engagement;
- Task A3 - Technical Studies.

Following is a detailed description of tasks A1, A2, and A3:

Task A1 - Document Coordination

BWSC has discussed our knowledge of this project with TDOT and anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for this project. BWSC will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by BWSC. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Franklin for review and approval. BWSC will incorporate all client comments and submit a revised CE to TDOT for review. BWSC will address all TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be revised and incorporated into the CE for final TDOT and FHWA approval.

In addition to the above CE document and associated correspondence, it is anticipated that the above subject project will be that of a D-List CE NEPA document and could result in TDOT and/or FHWA requiring multiple public meetings as well as technical studies for Natural Resources (i.e. Waters of the US/State and Protected Species), Archaeology/Cultural Resources, and Air and Noise.

Therefore, BWSC will perform the following additional tasks summarized below as required and at the City of Franklin's request: *(Note: Should these tasks not be required for the project, they will not be billed to the City.)*

Task A2 - Stakeholder Engagement

The engagement and buy-in for the widening improvements on Columbia Avenue will be a well-publicized and involved process. It is the most important non-technical aspect of this multi-year project. Users inside the Columbia Avenue corridor expect inclusion. We will initiate work on this important task immediately upon authorization, and our proposed scope of work as presented below is divided into:

- *Task A2a - Stakeholder Involvement Planning;*
- *Task A2b - Stakeholder Meetings;*
- *Task A2c - Project External Communication.*

Following is a detailed description of each of tasks A2a, A2b and A2c:

Task A2a - Stakeholder Planning Phase

Upon notice to proceed the BWSC team will immediately begin preparation of a Stakeholder Engagement Plan that will be presented in draft form to the City team within three weeks from project initiation. Once reviewed by the City team, we will support presentation of this plan to the Board of Mayor and Alderman (BOMA) at a work session scheduled as soon as possible. The purpose of the plan is to outline how the City will engage the stakeholders affected by the Columbia Avenue project, or others that will have important input into the project. Since individuals on BOMA may be the front line in fielding questions or comments, we want to make sure BOMA members are comfortable with the plan for engaging the public. The plan will include the following elements:

- Outline the overall vision for stakeholder engagement;
- Identify key issues that must be addressed through the process;
- Key stakeholders identified by the Project team;
- Methods planned for stakeholder interaction (meeting types, surveys and schedules);
- Opportunities for BOMA involvement;
- Public communication (press involvement, project website, etc.).

In order to develop this plan, BWSC will meet with key City elected officials and staff (project technical staff as well as communications staff, TDOT and some of the more prominent business and community leaders and civic groups affected by the project.)

After getting input from the BOMA workshop, BWSC will finalize the plan and initiate its implementation. It should be emphasized that during the Planning Phase, our team will continue to reach out to key affected stakeholders with the approval (and involvement as directed) of City staff.

Task A2b - Stakeholder Meetings

Although the details of the stakeholder meeting process will be determined during the planning phase, Task A2a, we have assumed the following meetings will occur for costing purposes:

- Informal one-on-one meetings- up to forty (40) of these meeting lasting no more than two (2) hours each attended by two (2) BWSC staff and City staff as directed;
- Informal group meetings, facilitating discussions with identified groups such as neighborhood associations, civic groups etc. Assumed five (5) meetings at two (2) hours each, attended by two (2) BWSC staff, and City staff as directed;
- BOMA Work sessions. assume ten (10) work sessions for BOMA briefings, four (4) hours each (includes meeting prep time) and two (2) BWSC staff;
- Formal Public Meetings. These meetings, four (4) anticipated, would be called/advertised public meetings that would include a briefing on the project status, as well as an opportunity for the public to ask questions and make

comments for the record. At least one of these is required for the NEPA process, but we will ensure that all formal Public Meetings meet the requirements for public involvement according to the TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to Title VI requirements. These meetings will be attended by four (4) BWSC staff, along with key City staff, approximately six (6) hours each.

For each meeting, BWSC will develop the presentation materials (Powerpoint, Poster Boards or other graphics), provide a written summary, and for the formal meetings will record and report all of the public comments received. Graphics provided will include static renderings and perspective views of proposed alternatives; however, this estimate does not include high-level active computer animated renderings or animations; however, these can be provided at an additional cost. During the Stakeholder Plan development and review process, the assumptions for meeting types and numbers may change and we will let the City staff know how this may impact the budget assumed for this task.

Task A2c - Project External Communication

Media outlets in Franklin and surrounding areas have covered the progression of Columbia Avenue's potential widening improvements for more than a year. BWSC will work with City staff and communications, during the Stakeholder Planning phase, to determine the key media and other public communication outlets to plan for continued coverage of the project process.

For budgeting purposes we have anticipated that this work will include:

- Direct mail/Surveys;
- Signage;
- A project page on City's website;
- Local media outreach;
- Social media;
- Photography and graphics.

Usage of the City's website for continuity of message will be important over the life of this project. BWSC will schedule content for the website, and with City staff's assistance, communicate to users when information is available.

Deliverables (Task A2c):

- Templates (all types of communication);
- Notes (all meetings);
- Graphics for Public Meetings;
- Website Updates;
- Progress Reports to Engineering ;
- Stakeholder Engagement Plan.

Task A3 - Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for three specific technical studies has been identified and included in this scope of work. They include the following:

- *Task A3a - Natural Resources Technical Study;*
- *Task A3b - Archaeology/Cultural Resources Study;*
- *Task A3c - Noise and Air Study.*

Following is a detailed description of each technical study:

Task A3a - Natural Resources Technical Study

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, BWSC ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

Task A3b - Archaeology/Cultural Resources Study

If needed, BWSC will hire TRC Solutions to complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). TRC will review and search the archaeological records at the (TDOA) for the general project corridor and conduct a Phase I archaeological survey of the project study area. After the survey, TRC will submit a fully illustrated technical report in letter format, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area following the completion of the fieldwork.

Task A3c - Noise and Air Study

If needed, BWSC will hire Bowlby and Associates to complete a noise and air quality analysis for the project study area. The noise analysis will consists of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxins evaluation. Finally, a summary report will be prepared for both the noise and air quality analysis.

B. Planning and Analysis

The planning and analysis component of the environmental document will provide opportunity for recommendations of the Transportation Planning Report (TPR), last updated in Year 2010, to be

updated and refined. This will include collection of new traffic data and updating traffic projections which will account for new and upcoming development along the corridor as well as accounting for other planned and committed roadway network improvements. This will also provide opportunity for alternative solutions to be examined and considered and include a national subject matter expert in the area of access management as well as subject matter experts in the fields of traffic management, intersection design, bicycle, pedestrian and transit facilities. This work will determine what is ultimately designed and constructed on the corridor.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into six (6) tasks:

- Task B1 – Data Collection;
- Task B2 – Existing Conditions Analysis;
- Task B3 – Projected Conditions Analysis;
- Task B4 – Alternative Development Analysis;
- Task B5 – Draft Report;
- Task B6 – Final Report.

Task B1 – Data Collection

Data collection for planning and analysis will include new field data collection, assembling historical/record data and conducting interviews with City staff. Field data collection will include the collection of peak hour turning movement counts at critical intersections along the corridor for AM, Midday and PM weekday peak periods as well as weekend peak periods; seven (7) day continuous 24-hour automated bi-directional tube counts will be collected at three locations along the corridor; travel times; field measurements and observations. Count data collection will include video capture of operations at each intersection and be available for observation.

Historical/Record data will also be gathered for review. This includes items such as TDOT counts, record studies and plans, existing signal phasing and timing information and available crash data. Interviews with staff in key departments such as engineering, traffic, streets, planning and parks will be conducted. Count data and existing travel times will be conducted by Quality Counts Transportation Data Collection Services.

A Data Collection Report summarizing the data collected will be compiled and provided to the City for its use and review.

Task B2 – Existing Conditions Analysis

Utilizing the data collected in Task B1, the existing conditions analysis will include a detailed analysis of the existing roadway, traffic control, signal system, bike, pedestrian and transit facilities along the corridor. A detailed Synchro simulation model of the existing corridor will be created and calibrated for the purpose of evaluating existing traffic operations and evaluating improvement alternatives.

Utilizing available crash data, a detailed safety analysis will be performed of the corridor utilizing the latest methodology and software from the Highway Safety Manual. Also, an evaluation of existing access management issues will be performed and documented for the corridor.

An Existing Conditions Report, including existing Synchro files will be presented and reviewed with City staff.

Task B3 – Projected Conditions Analysis

In order to effectively develop and evaluate improvement alternatives, accurate projected conditions must be determined. This will include an analysis of projected roadway and traffic control facilities for the surrounding network and development of projected volumes for the corridor.

Projected volumes will be presented and reviewed with City staff as well as submitted to TDOT for review and approval.

Task B4 – Alternative Development and Analysis

Utilizing the data collected and analysis of projected conditions, alternatives will be developed to improve operations along the corridor. This will include identifying improvements for long-term operation of vehicles, pedestrians, bikes and transit. We have assumed up to three (3) alternatives will be developed and analyzed in addition to a “no-build” alternative.

Evaluation of each alternative will include evaluation of potential access management techniques, traffic operations, and crash safety benefits utilizing the latest methodology software of the Highway Safety Manual.

Task B5 – Draft Report

The results of the Alternatives Development and Analysis will be compiled into a Draft Report. This report will first be presented and reviewed with City Staff then with City leaders. Any comments from these reviews will be addressed before public meeting presentation of the draft alternatives.

Task B6 – Final Report

Following the public meeting presentation of the draft alternatives, any necessary modifications and/or additional analysis will be performed and a final report produced for inclusion in the environmental document review and approval, which will include Preliminary Engineering and functional plans of the selected alternatives.

Deliverables (Task B.):

- Data Collection Report;
- Existing Conditions Report;
- Projected Volumes Report;
- Draft Report;
- Final Report.

C. Preliminary Engineering

BWSC will provide preliminary engineering of the alternates developed from the planning and analysis tasks noted above. We will develop functional level drawings of roadway, utility and right of way features in order to determine the environmental footprint of each alternate. To better analyze each alternate, a right of way and topographic survey of the corridor will be conducted.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into five (5) tasks.

Task C1 - Project Survey

Following TDOT guidelines, we will conduct a right of way and topographic survey of the project corridor. Right of way tasks will include deed research to aid in determining current right of way and easement locations. We will also locate utilities denoted by Tennessee One Call along the route. At the request of the City, BWSC will also provide digital scanning of the project using high resolution, stationary scanning techniques for use in providing backgrounds for renderings and supplemental topographic density. The deliverables from this task will be used during the design phase of the project.

Task C2 - Roadways

Using the information obtained from the planning and analysis deliverables and the project survey, we will prepare functional plans for the roadway elements of the project including edges of pavement, sidewalks, multi-use paths, driveway connections, medians, and auxiliary lanes for each identified alternate. Detailed construction plans will not be developed as part of this task, but conceptual roadway alignments, profiles and cross sections will be prepared to identify the environmental footprint of each alternate.

Task C3 - Utilities

Since Columbia Avenue is currently developed along the project length, the relocation and coordination of utilities for the roadway project will have an impact on the environmental footprint of the project. Because of this impact, we propose to prepare functional plans for these utilities, known to be located along the project:

- Atmos Energy: Natural Gas;
- AT&T; AT&T Fiber, Comcast, XO, etc.: Communications;
- Middle Tennessee Electric Membership Cooperative: Power;
- City of Franklin: Water, Sewer, Stormwater, and Industrial Water.

Coordination with each of these utilities to determine requirements and impacts will take place throughout the development of the project. Ultimately, functional plans showing conceptual layouts, major service connections and crossings, and approximate sizes will be prepared. As noted in Task C2, detailed construction plans will not be developed as part of this task.

Task C4 - Rights of Way

Using the information generated from previous tasks, BWSC will evaluate impacts to existing rights of way and easements and propose additional acquisitions for the project. These proposed acquisitions will be shown on the overall functional drawings for each alternate along with approximate before/taken/remaining acreages for each proposed acquisition.

Task C5 - EOPCC's

To aid in determining the overall economic impact of the project, funding needs, and alternate selection, we will provide Engineers Opinions of Probable Construction Costs (EOPCC), including right of way acquisition and damage costs determined as a part of Task C4, for project alternates. In providing the EOPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's EOPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's EOPCC.

Tasks C1 through C5 of the preliminary engineering phase will be conducted for the preferred alternate and up to two additional alternates, as determined by the BOMA after the planning and analysis phase of the project.

Deliverables (Task C.):

- Functional Plans (Plan Sheets at 1"=50' full size, 1"=100' half size) of each alternate, including roadway, utility and right of way features on each sheet;
- CADD files of project surveys and functional drawings;
- Memorandum style submittal of calculations for utility sizes and miscellaneous conceptual design notes.

Design Phase Services:

Once complete, the final environmental document will be submitted to TDOT's Environmental Division for review and approval. Once approved by TDOT, the document will be submitted to FHWA for review and approval. The NEPA phase ends with an approved environmental document and Notice to Proceed with the Design Phase. At that time, a detailed scope and fee will be prepared and the contract amended to include design services.

All locally managed projects which involve roadway improvements on state routes are required to be designed in accordance with TDOT Design Policies and Procedures and require detailed oversight from TDOT. Based on these procedures, it is anticipated the design phase will include the following three phases of production: Preliminary Plans, Right-of-Way Plans, and Final Construction Plans. Each phase will have its own TDOT submittal and review requirements. All submitted project plans will be prepared in TDOT format and will meet the requirements for the Preliminary, Right-of-Way, and Construction Plans Checklist, according to TDOT's Roadway Design Guidelines.

Within the development of each of these submittals, all necessary design, coordination and permitting activities will occur such as: such as geotechnical design, traffic signal and ITS designs, street lighting, landscape and streetscape design, hydraulic designs, utility coordination and designs, quantity preparation and construction estimates as well as review and permitting tasks, field reviews, preparation of property acquisition documents, and design public meetings.

The design phase will conclude with the final approved plans ready for bidding and construction.

Construction Phase Services:

It is understood and agreed that BWSC's services under this agreement do not include project observation or review of the Contractor's performance or any other construction-phase services not directly included in this scope of services.

III. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 - 1. BWSC will have access to the site and adjoining areas, as required.
 - 2. Any Permit, recording fees, etc., are to be paid or reimbursed by the City of Franklin.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:
 - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
 - 2. Design revisions requested by those outside the project team and stakeholders beyond a mutually agreed timeframe;
 - 3. Environmental technical studies beyond those noted herein;
 - 4. Extending environmental other studies beyond the limits noted herein (Mack Hatcher to Downs);
 - 5. As Built Surveys.
 - 6. Purchase or rental of any metering, survey or other general technology associated with public involvement. The need for this type of equipment will be determined as part of the project.

TIME OF PERFORMANCE

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We would anticipate a project kickoff meeting within two weeks of authorization. Task 1 of each of the above phases of work could begin immediately after the kickoff meetings with the City. For planning purposes, an eighteen (18) month project duration should be anticipated.

IV. CLIENT'S RESPONSIBILITIES

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes;

- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

V. COMPENSATION

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table:

Description	Estimated Fee
NEPA PHASE SERVICES	
A. NEPA Document Preparation	
A1. Document Coordination	\$20,000.00
A2. Stakeholder Engagement Process	
<i>A2a. - Stakeholder Planning Phase</i>	<i>\$25,700.00</i>
<i>A2b. - Stakeholder Meetings</i>	<i>\$97,700.00</i>
<i>A2c. - Project External Communications</i>	<i>\$61,500.00</i>
Sub-Total (Task A2.)	\$184,900.00
A3. Technical Studies	
<i>A3a. - Natural Resources Technical Study</i>	<i>\$7,900.00</i>
<i>A3b. - Archaeology/Cultural Resources Study</i>	<i>\$9,600.00</i>
<i>A3c. - Noise and Air Study</i>	<i>\$10,400.00</i>
Sub-Total (Task A3.)	\$27,900.00
Sub-Total (Task A.)	\$232,800.00
B. Planning and Analysis	
B1. Data Collection	\$35,575.00
B2. Existing Conditions Analysis	\$29,550.00
B3. Projected Conditions Analysis	\$23,850.00
B4. Alternative Development and Analysis	\$82,250.00
B5. Draft Report	\$43,800.00
B6. Final Report	\$23,750.00
Sub-Total (Task B.)	\$238,775.00
C. Preliminary Engineering	
C1. Project Survey	\$219,550.00
C2. Roadways	\$77,800.00
C3. Utilities	\$176,000.00
C4. Rights of Way	\$49,225.00
C5. EOPCC's	\$76,300.00
Sub-Total (Task C.)	\$598,875.00
TOTAL (NEPA Phase Services)	\$1,070,450.00
DESIGN PHASE SERVICES	-
CONSTRUCTION PHASE SERVICES	-

This fee is an estimated not to exceed amount and will be billed hourly. Individual task amounts are shown for budgeting purposes only; fee may be reallocated among tasks as needed. The fees provided above are valid up to three (3) months from the date of this proposal. Hourly rates for personnel will be billed at the direct labor rate plus the current audited overhead rate and margin as approved by TDOT. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus fifteen (15) percent.



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

RE: Columbia Avenue Roadway Improvements
Franklin, TN
Subject: Revised Scope of Work and Fee

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

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Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)



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I. PROJECT DESCRIPTION

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II. SCOPE OF SERVICES

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- NEPA Phase Services;
- Design Phase Services;
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NEPA Phase Services:

BWSC understands that the purpose of this phase of the project is to prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for the above subject project. In addition, BWSC will complete the environmental technical studies indicated herein as required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy NEPA documentation for the project. Generally speaking, the project study area comprises the portion of Columbia Avenue from Mack Hatcher Parkway to just north of Downs Boulevard and all existing and proposed rights of way. The NEPA Phase services have been divided into the following:

- A. NEPA Document Preparation;
- B. Planning and Analysis; and
- C. Preliminary Engineering.

Following is a detailed description of each:

A. NEPA Document Preparation

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into three (3) tasks. These include:

- Task A1 – Document Coordination;
- Task A2 - Stakeholder Engagement;
- Task A3 - Technical Studies.

Following is a detailed description of tasks A1, A2, and A3:

Task A1 - Document Coordination

BWSC has discussed our knowledge of this project with TDOT and anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for this project. BWSC will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by BWSC. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Franklin for review and approval. BWSC will incorporate all client comments and submit a revised CE to TDOT for review. BWSC will address all TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be revised and incorporated into the CE for final TDOT and FHWA approval.

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Therefore, BWSC will perform the following additional tasks summarized below as required and at the City of Franklin's request: *(Note: Should these tasks not be required for the project, they will not be billed to the City.)*

Task A2 - Stakeholder Engagement

The engagement and buy-in for the widening improvements on Columbia Avenue will be a well-publicized and involved process. It is the most important non-technical aspect of this multi-year project. Users inside the Columbia Avenue corridor expect inclusion. We will initiate work on this important task immediately upon authorization, and our proposed scope of work as presented below is divided into:

- *Task A2a - Stakeholder Involvement Planning;*
- *Task A2b - Stakeholder Meetings;*
- *Task A2c - Project External Communication.*

Following is a detailed description of each of tasks A2a, A2b and A2c:

Task A2a - Stakeholder Planning Phase

Upon notice to proceed the BWSC team will immediately begin preparation of a Stakeholder Engagement Plan that will be presented in draft form to the City team within three weeks from project initiation. Once reviewed by the City team, we will support presentation of this plan to the Board of Mayor and Alderman (BOMA) at a work session scheduled as soon as possible. The purpose of the plan is to outline how the City will engage the stakeholders affected by the Columbia Avenue project, or others that will have important input into the project. Since individuals on BOMA may be the front line in fielding questions or comments, we want to make sure BOMA members are comfortable with the plan for engaging the public. The plan will include the following elements:

- Outline the overall vision for stakeholder engagement;
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- Key stakeholders identified by the Project team;
- Methods planned for stakeholder interaction (meeting types, surveys and schedules);
- Opportunities for BOMA involvement;
- Public communication (press involvement, project website, etc.).

In order to develop this plan, BWSC will meet with key City elected officials and staff (project technical staff as well as communications staff, TDOT and some of the more prominent business and community leaders and civic groups affected by the project.)

After getting input from the BOMA workshop, BWSC will finalize the plan and initiate its implementation. It should be emphasized that during the Planning Phase, our team will continue to reach out to key affected stakeholders with the approval (and involvement as directed) of City staff.

Task A2b - Stakeholder Meetings

Although the details of the stakeholder meeting process will be determined during the planning phase, Task A2a, we have assumed the following meetings will occur for costing purposes:

- Informal one-on-one meetings- up to forty (40) of these meeting lasting no more than two (2) hours each attended by two (2) BWSC staff and City staff as directed;
- Informal group meetings, facilitating discussions with identified groups such as neighborhood associations, civic groups etc. Assumed five (5) meetings at two (2) hours each, attended by two (2) BWSC staff, and City staff as directed;
- BOMA Work sessions. assume ten (10) work sessions for BOMA briefings, four (4) hours each (includes meeting prep time) and two (2) BWSC staff;
- Formal Public Meetings. These meetings, four (4) anticipated, would be called/advertised public meetings that would include a briefing on the project status, as well as an opportunity for the public to ask questions and make

comments for the record. At least one of these is required for the NEPA process, but we will ensure that all formal Public Meetings meet the requirements for public involvement according to the TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to Title VI requirements. These meetings will be attended by four (4) BWSC staff, along with key City staff, approximately six (6) hours each.

For each meeting, BWSC will develop the presentation materials (Powerpoint, Poster Boards or other graphics), provide a written summary, and for the formal meetings will record and report all of the public comments received. Graphics provided will include static renderings and perspective views of proposed alternatives; however, this estimate does not include high-level active computer animated renderings or animations; however, these can be provided at an additional cost. During the Stakeholder Plan development and review process, the assumptions for meeting types and numbers may change and we will let the City staff know how this may impact the budget assumed for this task.

Task A2c - Project External Communication

Media outlets in Franklin and surrounding areas have covered the progression of Columbia Avenue's potential widening improvements for more than a year. BWSC will work with City staff and communications, during the Stakeholder Planning phase, to determine the key media and other public communication outlets to plan for continued coverage of the project process.

For budgeting purposes we have anticipated that this work will include:

- Direct mail/Surveys;
- Signage;
- A project page on City's website;
- Local media outreach;
- Social media;
- Photography and graphics.

Usage of the City's website for continuity of message will be important over the life of this project. BWSC will schedule content for the website, and with City staff's assistance, communicate to users when information is available.

Deliverables (Task A2c):

- Templates (all types of communication);
- Notes (all meetings);
- Graphics for Public Meetings;
- Website Updates;
- Progress Reports to Engineering ;
- Stakeholder Engagement Plan.

Task A3 - Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for three specific technical studies has been identified and included in this scope of work. They include the following:

- *Task A3a - Natural Resources Technical Study;*
- *Task A3b - Archaeology/Cultural Resources Study;*
- *Task A3c - Noise and Air Study.*

Following is a detailed description of each technical study:

Task A3a - Natural Resources Technical Study

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, BWSC ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

Task A3b - Archaeology/Cultural Resources Study

If needed, BWSC will hire TRC Solutions to complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). TRC will review and search the archaeological records at the (TDOA) for the general project corridor and conduct a Phase I archaeological survey of the project study area. After the survey, TRC will submit a fully illustrated technical report in letter format, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area following the completion of the fieldwork.

Task A3c - Noise and Air Study

If needed, BWSC will hire Bowlby and Associates to complete a noise and air quality analysis for the project study area. The noise analysis will consist of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxics evaluation. Finally, a summary report will be prepared for both the noise and air quality analysis.

B. Planning and Analysis

The planning and analysis component of the environmental document will provide opportunity for recommendations of the Transportation Planning Report (TPR), last updated in Year 2010, to be

updated and refined. This will include collection of new traffic data and updating traffic projections which will account for new and upcoming development along the corridor as well as accounting for other planned and committed roadway network improvements. This will also provide opportunity for alternative solutions to be examined and considered and include a national subject matter expert in the area of access management as well as subject matter experts in the fields of traffic management, intersection design, bicycle, pedestrian and transit facilities. This work will determine what is ultimately designed and constructed on the corridor.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into six (6) tasks:

- Task B1 – Data Collection;
- Task B2 – Existing Conditions Analysis;
- Task B3 – Projected Conditions Analysis;
- Task B4 – Alternative Development Analysis;
- Task B5 – Draft Report;
- Task B6 – Final Report.

Task B1 – Data Collection

Data collection for planning and analysis will include new field data collection, assembling historical/record data and conducting interviews with City staff. Field data collection will include the collection of peak hour turning movement counts at critical intersections along the corridor for AM, Midday and PM weekday peak periods as well as weekend peak periods; seven (7) day continuous 24-hour automated bi-directional tube counts will be collected at three locations along the corridor; travel times; field measurements and observations. Count data collection will include video capture of operations at each intersection and be available for observation.

Historical/Record data will also be gathered for review. This includes items such as TDOT counts, record studies and plans, existing signal phasing and timing information and available crash data. Interviews with staff in key departments such as engineering, traffic, streets, planning and parks will be conducted. Count data and existing travel times will be conducted by Quality Counts Transportation Data Collection Services.

A Data Collection Report summarizing the data collected will be compiled and provided to the City for its use and review.

Task B2 – Existing Conditions Analysis

Utilizing the data collected in Task B1, the existing conditions analysis will include a detailed analysis of the existing roadway, traffic control, signal system, bike, pedestrian and transit facilities along the corridor. A detailed Synchro simulation model of the existing corridor will be created and calibrated for the purpose of evaluating existing traffic operations and evaluating improvement alternatives.

Utilizing available crash data, a detailed safety analysis will be performed of the corridor utilizing the latest methodology and software from the Highway Safety Manual. Also, an evaluation of existing access management issues will be performed and documented for the corridor.

An Existing Conditions Report, including existing Synchro files will be presented and reviewed with City staff.

Task B3 – Projected Conditions Analysis

In order to effectively develop and evaluate improvement alternatives, accurate projected conditions must be determined. This will include an analysis of projected roadway and traffic control facilities for the surrounding network and development of projected volumes for the corridor.

Projected volumes will be presented and reviewed with City staff as well as submitted to TDOT for review and approval.

Task B4 – Alternative Development and Analysis

Utilizing the data collected and analysis of projected conditions, alternatives will be developed to improve operations along the corridor. This will include identifying improvements for long-term operation of vehicles, pedestrians, bikes and transit. We have assumed up to three (3) alternatives will be developed and analyzed in addition to a “no-build” alternative.

Evaluation of each alternative will include evaluation of potential access management techniques, traffic operations, and crash safety benefits utilizing the latest methodology software of the Highway Safety Manual.

Task B5 – Draft Report

The results of the Alternatives Development and Analysis will be compiled into a Draft Report. This report will first be presented and reviewed with City Staff then with City leaders. Any comments from these reviews will be addressed before public meeting presentation of the draft alternatives.

Task B6 – Final Report

Following the public meeting presentation of the draft alternatives, any necessary modifications and/or additional analysis will be performed and a final report produced for inclusion in the environmental document review and approval, which will include Preliminary Engineering and functional plans of the selected alternatives.

Deliverables (Task B.):

- Data Collection Report;
- Existing Conditions Report;
- Projected Volumes Report;
- Draft Report;
- Final Report.

C. Preliminary Engineering

BWSC will provide preliminary engineering of the alternates developed from the planning and analysis tasks noted above. We will develop functional level drawings of roadway, utility and right of way features in order to determine the environmental footprint of each alternate. To better analyze each alternate, a right of way and topographic survey of the corridor will be conducted.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into five (5) tasks.

Task C1 - Project Survey

Following TDOT guidelines, we will conduct a right of way and topographic survey of the project corridor. Right of way tasks will include deed research to aid in determining current right of way and easement locations. We will also locate utilities denoted by Tennessee One Call along the route. At the request of the City, BWSC will also provide digital scanning of the project using high resolution, stationary scanning techniques for use in providing backgrounds for renderings and supplemental topographic density. The deliverables from this task will be used during the design phase of the project.

Task C2 - Roadways

Using the information obtained from the planning and analysis deliverables and the project survey, we will prepare functional plans for the roadway elements of the project including edges of pavement, sidewalks, multi-use paths, driveway connections, medians, and auxiliary lanes for each identified alternate. Detailed construction plans will not be developed as part of this task, but conceptual roadway alignments, profiles and cross sections will be prepared to identify the environmental footprint of each alternate.

Task C3 - Utilities

Since Columbia Avenue is currently developed along the project length, the relocation and coordination of utilities for the roadway project will have an impact on the environmental footprint of the project. Because of this impact, we propose to prepare functional plans for these utilities, known to be located along the project:

- Atmos Energy: Natural Gas;
- AT&T; AT&T Fiber, Comcast, XO, etc.: Communications;
- Middle Tennessee Electric Membership Cooperative: Power;
- City of Franklin: Water, Sewer, Stormwater, and Industrial Water.

Coordination with each of these utilities to determine requirements and impacts will take place throughout the development of the project. Ultimately, functional plans showing conceptual layouts, major service connections and crossings, and approximate sizes will be prepared. As noted in Task C2, detailed construction plans will not be developed as part of this task.

Task C4 - Rights of Way

Using the information generated from previous tasks, BWSC will evaluate impacts to existing rights of way and easements and propose additional acquisitions for the project. These proposed acquisitions will be shown on the overall functional drawings for each alternate along with approximate before/taken/remaining acreages for each proposed acquisition.

Task C5 - EOPCC's

To aid in determining the overall economic impact of the project, funding needs, and alternate selection, we will provide Engineers Opinions of Probable Construction Costs (EOPCC), including right of way acquisition and damage costs determined as a part of Task C4, for project alternates. In providing the EOPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's EOPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's EOPCC.

Tasks C1 through C5 of the preliminary engineering phase will be conducted for the preferred alternate and up to two additional alternates, as determined by the BOMA after the planning and analysis phase of the project.

Deliverables (Task C.):

- Functional Plans (Plan Sheets at 1"=50' full size, 1"=100' half size) of each alternate, including roadway, utility and right of way features on each sheet;
- CADD files of project surveys and functional drawings;
- Memorandum style submittal of calculations for utility sizes and miscellaneous conceptual design notes.

Design Phase Services:

Once complete, the final environmental document will be submitted to TDOT's Environmental Division for review and approval. Once approved by TDOT, the document will be submitted to FHWA for review and approval. The NEPA phase ends with an approved environmental document and Notice to Proceed with the Design Phase. At that time, a detailed scope and fee will be prepared and the contract amended to include design services.

All locally managed projects which involve roadway improvements on state routes are required to be designed in accordance with TDOT Design Policies and Procedures and require detailed oversight from TDOT. Based on these procedures, it is anticipated the design phase will include the following three phases of production: Preliminary Plans, Right-of-Way Plans, and Final Construction Plans. Each phase will have its own TDOT submittal and review requirements. All submitted project plans will be prepared in TDOT format and will meet the requirements for the Preliminary, Right-of-Way, and Construction Plans Checklist, according to TDOT's Roadway Design Guidelines.

Within the development of each of these submittals, all necessary design, coordination and permitting activities will occur such as: such as geotechnical design, traffic signal and ITS designs, street lighting, landscape and streetscape design, hydraulic designs, utility coordination and designs, quantity preparation and construction estimates as well as review and permitting tasks, field reviews, preparation of property acquisition documents, and design public meetings.

The design phase will conclude with the final approved plans ready for bidding and construction.

Construction Phase Services:

It is understood and agreed that BWSC's services under this agreement do not include project observation or review of the Contractor's performance or any other construction-phase services not directly included in this scope of services.

III. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 - 1. BWSC will have access to the site and adjoining areas, as required.
 - 2. Any Permit, recording fees, etc., are to be paid or reimbursed by the City of Franklin.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:
 - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
 - 2. Design revisions requested by those outside the project team and stakeholders beyond a mutually agreed timeframe;
 - 3. Environmental technical studies beyond those noted herein;
 - 4. Extending environmental other studies beyond the limits noted herein (Mack Hatcher to Downs);
 - 5. As Built Surveys.
 - 6. Purchase or rental of any metering, survey or other general technology associated with public involvement. The need for this type of equipment will be determined as part of the project.

TIME OF PERFORMANCE

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We would anticipate a project kickoff meeting within two weeks of authorization. Task 1 of each of the above phases of work could begin immediately after the kickoff meetings with the City. For planning purposes, an eighteen (18) month project duration should be anticipated.

IV. CLIENT'S RESPONSIBILITIES

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes;

- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

V. COMPENSATION

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table:

Description	Estimated Fee
NEPA PHASE SERVICES	
A. NEPA Document Preparation	
A1. Document Coordination	\$20,000.00
A2. Stakeholder Engagement Process	
<i>A2a. - Stakeholder Planning Phase</i>	<i>\$25,700.00</i>
<i>A2b. - Stakeholder Meetings</i>	<i>\$97,700.00</i>
<i>A2c. - Project External Communications</i>	<i>\$61,500.00</i>
Sub-Total (Task A2.)	\$184,900.00
A3. Technical Studies	
<i>A3a. - Natural Resources Technical Study</i>	<i>\$7,900.00</i>
<i>A3b. - Archaeology/Cultural Resources Study</i>	<i>\$9,600.00</i>
<i>A3c. - Noise and Air Study</i>	<i>\$10,400.00</i>
Sub-Total (Task A3.)	\$27,900.00
Sub-Total (Task A.)	\$232,800.00
B. Planning and Analysis	
B1. Data Collection	\$35,575.00
B2. Existing Conditions Analysis	\$29,550.00
B3. Projected Conditions Analysis	\$23,850.00
B4. Alternative Development and Analysis	\$82,250.00
B5. Draft Report	\$43,800.00
B6. Final Report	\$23,750.00
Sub-Total (Task B.)	\$238,775.00
C. Preliminary Engineering	
C1. Project Survey	\$219,550.00
C2. Roadways	\$77,800.00
C3. Utilities	\$176,000.00
C4. Rights of Way	\$49,225.00
C5. EOPCC's	\$76,300.00
Sub-Total (Task C.)	\$598,875.00
TOTAL (NEPA Phase Services)	\$1,070,450.00
DESIGN PHASE SERVICES	-
CONSTRUCTION PHASE SERVICES	-

This fee is an estimated not to exceed amount and will be billed hourly. Individual task amounts are shown for budgeting purposes only; fee may be reallocated among tasks as needed. The fees provided above are valid up to three (3) months from the date of this proposal. Hourly rates for personnel will be billed at the direct labor rate plus the current audited overhead rate and margin as approved by TDOT. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus fifteen (15) percent.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2015-0119**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **VOLKERT, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

On-Call Traffic Engineering Services

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A. Individual work orders shall be authorized by the City Engineer and approved by the City Administrator.
5. The contract price shall not exceed the amount budgeted in a fiscal year as approved by the Board of Mayor and Aldermen.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 201__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

Scope of Work
On-Call Traffic Engineering Services
City of Franklin, Tennessee

I. BACKGROUND

The City of Franklin Zoning Ordinance Chapter 5.10.3(5) provides the requirements for Transportation Impact Analyses (TIA). Such TIAs may be prepared by the developer's consultant and reviewed by a City-retained transportation consultant retained under this contract, or alternatively, the TIAs may be prepared by the transportation consultant retained under this contract. Therefore, the City has a need for peer review or preparation of TIAs in conjunction with the Planning/Engineering Department staff review of development applications.

The Zoning Ordinance became effective on July 1, 2008 and is to be amended in March 2016 to provide for the peer review or preparation by the transportation consultant retained under this contract. This change is considered to generate the following improvements in the management of the City of Franklin transportation system:

- Provide better management of infrastructure improvements throughout the City's transportation network.
- Allow more effective staff devotion to facilitate development approvals.
- Provide better coordination among multiple developments within a corridor.

The transportation consultant retained under this contract shall serve as an independent consulting resource for the City of Franklin. The retained consultant shall provide the City of Franklin with said services, moreover described in Section III, so as to provide the City with professional expertise and expedited reviews of TIAs in association with development applications.

Elements of work in this scope shall include the following items:

- A. Attending up to two initial meetings with the development application team to establish analysis methodology and assumptions,
- B. Providing guidance and review of the TIA project scope and Memorandum of Understanding,
- C. Providing available transportation inventory data from City of Franklin resources,
- D. Clarifying study criteria based upon the City of Franklin Zoning Ordinance and Street Standards,
- E. Reviewing projected trip generation and directional distribution of site and any off-site trips,
- F. Checking submitted reports for accuracy and correctness,
- G. Investigating the suitability of TIA recommendations,
- H. Responding to the TIA preparer and City staff, and
- I. Representing the City of Franklin at project meetings and hearings.

These services shall be defined on a task basis as outlined in Tasks 1-4 of this Scope of Services.

Additional general traffic engineering services may be requested as needed by City staff as outlined in Task 5 of this Scope of Services.

II. OBJECTIVES

The objective of this scope is for the retained consultant to provide their TIA knowledge and skill sets to assist in the development review process as it relates to the City's transportation network. This includes the successful direction, data, criteria, evaluation, review or preparation and coordination of TIAs as an element of development applications. The City anticipates that the majority of the work will be to review the developers TIAs. High profile projects will be prepared by the City's retained consultant on a case by case basis. Review of developer-provided TIAs will result in the retained consultant preparing and submitting a memorandum summarizing its review. This memorandum, or full TIA reports in the case of requested high profile projects, will be considered the primary deliverable under this scope. Additional memorandums, summaries or technical reviews may be requested by City staff on an as-needed basis and provided per the consultant's hourly fee schedule.

The finalized and accepted Transportation Impact Analyses (TIA) documents shall identify developer obligations for project approval. City staff will place these requirements in the staff report for the applicable development. If requested by City staff, the retained consultant shall represent the City at the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) meetings. One such meeting is included in the lump sum price as part of the retained consultant's basic services; additional meetings as requested by City staff will be provided on an hourly, as-needed basis according to the consultant's fee schedule.

It is anticipated that this contract will be in effect for a three (3)-year period. Compensation shall be at the rates provided by the consultant, with allowances for a new rate schedule to become effective on the contract anniversary date, based upon the contract execution date, for each succeeding year. Updated fee schedules shall be reviewed and approved by the Engineering Director prior to invoices.

Individual work assignments will be generated by the completion of a Work Order that will identify specific services as well as the amount of payment and fee terms. When the work assignment is associated with a development proposal, the developer's applicant shall submit to the Franklin Engineering Department a Request For Approved Traffic Analysis Report For Roads. The City of Franklin Director of Engineering will then prepare a Work Order to be reviewed and approved by the development owner. With the development owner's concurrence, the Director of Engineering will then issue the Work Order to the City-retained consultant. For on-call work

assignments on City of Franklin projects, Work Orders will originate directly from the Director of Engineering.

III. DESCRIPTION OF ENGINEERING SERVICES

PROJECT MANAGEMENT AND COORDINATION

The retained consultant will manage each TIA review or TIA preparation project for the City of Franklin following all applicable City of Franklin development review processes and standards. At the beginning of the project, the City of Franklin Planning/Engineering Project Co-Leaders will hold a meeting with the retained consultant to initiate the project and formulate a clear understanding of the project requirements. This meeting will include discussion of the project scope, schedule, communication protocol, and team organization.

The retained consultant may hold up to two additional meetings as needed with Planning/Engineering staff during the TIA review or preparation. The retained consultant shall hold a final summary (fourth possible, including kick-off) meeting with Planning/Engineering staff at which the consultant will provide his recommendations from the TIA investigation for inclusion into the City Staff report. Project meetings for the TIA elements will be conducted either at the City offices or, when appropriate, by teleconference to provide detailed updates on the project status. The retained consultant will prepare agendas for and schedule all meetings with concurrence of the City's Project Co-Leaders and will distribute meeting minutes afterward. In summary, the basic services of the retained consultant include up to four possible meetings: Kick-off/Project Understanding Meeting, Two additional project meetings and the Final Summary Meeting. Additional meetings will be held at the direction of City staff and will be provided by the retained consultant as hourly additional services.

Monthly or at least quarterly activity reports will be prepared by the retained consultant that cover the project progress from one report to the next and will indicate the work completed during the past month or quarter. These periodic reports will most often accompany the period activity billing.

Standard TIA review projects shall be priced on a lump sum basis, with allowances for extra meetings on an hourly basis following the retained consultant's contract hourly rate schedule. Quality Assurance/Quality Control shall be included for all submittals reviews and documents, in accordance with the policies of the retained consultant and the City of Franklin. QC hours shall be included in the lump sum item. For high profile TIA preparation projects, City staff and the retained consultant will develop and negotiate custom scope of work and fee schedules executed as individual Work Orders. The tasks guideline for the retained consultant shall include the following services:

- Task 1: Initial Coordination and Guidance of developer TIAs
- Task 2: Detailed Review of submitted TIAs / Preparation of TIAs
- Task 3: Establishment of TIA recommendations

- (a) Formulation of investigation documents and recommendations for City Staff report
- (b) Meetings and presentations as needed with FMPC and BOMA

TASK 1: INITIAL COORDINATION AND GUIDANCE OF DEVELOPER TIAS

Development applications with a significant traffic impact require a detailed TIA in order to identify needed transportation improvements. Such improvements will need to integrate with the City of Franklin Comprehensive Transportation Network Plan (CTNP) and therefore investigate multi-modal activities occurring on the transportation network. The retained consultant will have a thorough knowledge of the CTNP as well as other background or ongoing TIAs that relate to the development proposal. This knowledge will include the scope and schedule of City Capital Improvement Projects and other developer or agency projects for transportation, the available database of transportation demand, and current traffic signal program data where applicable. This inventory of data gathering is to facilitate the initial meeting with the TIA preparer in accordance with the Zoning Ordinance Chapter 5.10.3(5)(b)(i). The retained consultant will attend the initial meeting with the TIA preparer and provide available pertinent data as well as give guidance on the Zoning Ordinance items listed below.

(i) Initial Meeting

Prior to the preparation of a transportation impact analysis, the preparer shall review the following with the Engineering Department or its designee:

- A.) Study methodologies and assumptions
- B.) The study area designation
- C.) The study horizon year
- D.) The time periods to be analyzed
- E.) Other approved developments in progress; and planned or on-going relevant transportation projects
- F.) Safety concerns within the study area

The TIA preparer will submit a Memorandum of Understanding (MOU) to the retained consultant, and City staff as requested, based on input received at the initial meeting. The retained consultant will answer any questions from the TIA preparer during the TIA's formulation of the MOU, and clear final review approval of the MOU with the City Traffic Engineer before authorizing the TIA preparer to proceed. The retained consultant shall also answer any questions from the TIA preparer in the process of performing the study.

TASK 2: DETAILED REVIEW OF SUBMITTED TIAS

The retained consultant shall perform a detailed investigation of the submitted TIA. (The final version of the TIA is needed, at the latest, prior to the second submittal in the Design Review Team cycle, lest the development application be recommended for deferral to the following month.) This review includes the checking of the basic study assumptions, the inventory data applied, the

directional distributions to be used, the trip generation calculations, the technical analyses, and the conclusions and recommendations. The retained consultant shall clear with the City Traffic Engineer any corrections and adjustments that would be needed prior to relaying comments on the submitted TIA to the preparer. This communication between the retained consultant and the City Traffic Engineer may take the form of telephone call, e-mail and/or written memorandum.

The retained consultant will investigate the recommended TIA improvements in the context of other improvements proposed or planned by government agencies and/or area developments. The retained consultant will distinguish between needed on-site versus off-site improvements. The retained consultant will make comment on right-of-way constraints and requirements, sight distance issues, ITS elements and multi-modal accommodations as well as travel lanes and traffic controls. Where new turn lane and/or traffic signals are proposed, he will review warrant analysis submitted by the TIA preparer for these improvements according to established methods and ensure compliance with the City of Franklin Street Specifications. In the case of a re-submittal of a TIA that needed revision, the retained consultant shall again clear with the City Traffic Engineer the final version before relaying acceptance of the revised TIA to the preparer. When required, review of the first re-submitted version of the developer prepared TIA is included in the retained consultant's Basic Service; additional reviews of re-submittals will be billed under hourly Additional Services.

TASK 3: ESTABLISHMENT OF TIA RECOMMENDATIONS

The outcome of the Task 2 investigation is the formulation of recommendations and their presentation for the FMPC and BOMA, as needed.

TASK 3, Part A.) Formulation of review documents and recommendations for City Staff report

The retained consultant shall prepare a comprehensive transportation recommendation memorandum for the development's staff report, to include developer obligations for each specific improvement with the associated development stage requirement for completion. He shall provide this memorandum to the City Traffic Engineer and project co-leaders for placing the requirements into the staff report, in time for the publication of the staff report for its upcoming FMPC meeting.

TASK 3, Part B.) Meetings and presentations as needed with FMPC and BOMA

When a development with a TIA component is on the agenda for an FMPC and/or BOMA meeting, the retained consultant may be required to attend with or on behalf of the Engineering Department staff. He shall answer any questions of the legislators and applicants, and participate in the discussion on the transportation issues as needed.

Meeting attendance beyond the one meeting included in the lump sum Basic Services task will be requested, scoped and approved in advance by the City for billing at the hourly rates shown in the man-hour and fee breakdown.

SCHEDULE:

It is anticipated that the Tasks described in this scope will be completed on the following schedule, based upon the monthly cycle for plan submittals to the City of Franklin:

Task 1: There is a pre-application process that allows generally ten (10) days for staff review and comment prior to the initial submittal date. Any meeting with the TIA preparer/applicant is to occur at least five (5) days prior to the submittal deadline. (Pre-application comments are valid for one hundred twenty (120) days.) The retained consultant shall participate in pre-application meetings and guide the transportation element of this process. Upon receipt of the development application, including the developer-prepared TIA, the assigned review consultant will perform Task 2.

Task 2: There is a fourteen (14) day period for review and comment on the initial submittal, which generally will include the development's TIA. The retained consultant shall perform the detailed review of TIAs with a response to be prepared for the project co-leaders and City Traffic Engineer by the DRT meeting for this first submittal. There is again a fourteen (14) day period for review and comment on the second and final submittal, for which the retained consultant shall provide his final comments on the final version of the development's TIA to the project co-leaders and City Traffic Engineer for the second DRT meeting.

Task 3, Part A.): The schedule for the preparation and publishing of the Planning Commission staff report sets the time requirement for the formulation of recommendations based on the review of the final TIA. Generally five (5) days after the second DRT (as little as 2 days during holiday months) the staff comments are due for publishing.

Task 3, Part B.) The schedule for the meetings of the FMPC is normally the fourth Thursday of the month at 7 p.m., but the third Thursday for the holiday months. The schedule for the meetings of the BOMA is normally the second and fourth Tuesday of the month at 7 p.m., but just the second Tuesday for the month of December.

TASK 4, CITY CONSULTANT PREPARATION OF DEVELOPERS TIAs

As determined by City staff, high profile projects will be prepared by the retained consultant and presented to the developer following the procedures listed in Tasks 1-3. It is anticipated that the Developer will cover 90% of the cost and the City shall cover 10% of the cost associated with the scope of services. Regardless, the City shall be responsible for paying the retained consultant for all work authorized and completed.

TASK 5, GENERAL TRAFFIC ENGINEERING SERVICES

As determined by City staff, the selected consultant will help with general traffic engineering services associated with a variety of on-call capital projects to include, but not limited to:

- Signal Design
- ITS Design
- Signal Timing
- Warrant Investigations for Signals and Turn Lanes.
- Roadway Design
- Safety Studies
- Transportation Planning
- Traffic Data Collection
- Construction Engineering and Inspection

Additional services approved by the City will be scoped and billed at the hourly rates shown in the man-hour and fee breakdown. These services, scopes and fees will be identified in the individual Work Orders.



Attachment A
COF Contract 2015-0119
PG 8 of 8

Volkert, Inc.

330 Mallory Station Road
Suite A-1
Franklin, TN 37067

Office 615.656.1845
Fax 615.656.1870

www.volkert.com

November 13, 2015

Mr. Carl Baughman, PE
109 3rd Avenue South
Franklin, Tennessee 37065

RE: **On-Call Traffic Engineering Services**
Rate Schedule
Contract No. 2015-0119

Dear Mr. Baughman:

Per the City's request, we are providing our 2016 Rate Schedule. With the anticipation of a contract period of 3 years, we respectfully request a clause within the contract to be able provide a new rate schedule on the contract anniversary for 2017 and 2018.

2016 RATE SCHEDULE

Principal	\$255.00
Project Manager	\$188.00
Asst. PM	\$117.00
Senior Engineer	\$188.00
Engineer	\$150.00
Junior Engineer	\$86.00
Senior Planner	\$188.00
Staff Planner	\$117.00
Technician	\$105.00
Administrative	\$82.00

We are excited for the opportunity to serve the City of Franklin on this contract and are looking forward to getting started. Should you have any questions, please don't hesitate to contact me.

Sincerely,
Volkert, Inc.

Gerald Bolden, PE, PTOE
Project Manager

Cc: Paul Holzen, Engineering Director, City of Franklin
File

Office Locations:

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Franklin, Tennessee • Alexandria, Virginia • Washington, D.C.



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2015-0378**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **NEEL-SCHAFFER** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

On-Call Traffic Engineering Services

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A. Individual work orders shall be authorized by the City Engineer and approved by the City Administrator.
5. The contract price shall not exceed the amount budgeted in a fiscal year as approved by the Board of Mayor and Aldermen.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 201__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

Scope of Work
On-Call Traffic Engineering Services
City of Franklin, Tennessee

I. BACKGROUND

The City of Franklin Zoning Ordinance Chapter 5.10.3(5) provides the requirements for Transportation Impact Analyses (TIA). Such TIAs may be prepared by the developer's consultant and reviewed by a City-retained transportation consultant retained under this contract, or alternatively, the TIAs may be prepared by the transportation consultant retained under this contract. Therefore, the City has a need for peer review or preparation of TIAs in conjunction with the Planning/Engineering Department staff review of development applications.

The Zoning Ordinance became effective on July 1, 2008 and is to be amended in March 2016 to provide for the peer review or preparation by the transportation consultant retained under this contract. This change is considered to generate the following improvements in the management of the City of Franklin transportation system:

- Provide better management of infrastructure improvements throughout the City's transportation network.
- Allow more effective staff devotion to facilitate development approvals.
- Provide better coordination among multiple developments within a corridor.

The transportation consultant retained under this contract shall serve as an independent consulting resource for the City of Franklin. The retained consultant shall provide the City of Franklin with said services, moreover described in Section III, so as to provide the City with professional expertise and expedited reviews of TIAs in association with development applications.

Elements of work in this scope shall include the following items:

- A. Attending up to two initial meetings with the development application team to establish analysis methodology and assumptions,
- B. Providing guidance and review of the TIA project scope and Memorandum of Understanding,
- C. Providing available transportation inventory data from City of Franklin resources,
- D. Clarifying study criteria based upon the City of Franklin Zoning Ordinance and Street Standards,
- E. Reviewing projected trip generation and directional distribution of site and any off-site trips,
- F. Checking submitted reports for accuracy and correctness,
- G. Investigating the suitability of TIA recommendations,
- H. Responding to the TIA preparer and City staff, and
- I. Representing the City of Franklin at project meetings and hearings.

These services shall be defined on a task basis as outlined in Tasks 1-4 of this Scope of Services.

Additional general traffic engineering services may be requested as needed by City staff as outlined in Task 5 of this Scope of Services.

II. OBJECTIVES

The objective of this scope is for the retained consultant to provide their TIA knowledge and skill sets to assist in the development review process as it relates to the City's transportation network. This includes the successful direction, data, criteria, evaluation, review or preparation and coordination of TIAs as an element of development applications. The City anticipates that the majority of the work will be to review the developers TIAs. High profile projects will be prepared by the City's retained consultant on a case by case basis. Review of developer-provided TIAs will result in the retained consultant preparing and submitting a memorandum summarizing its review. This memorandum, or full TIA reports in the case of requested high profile projects, will be considered the primary deliverable under this scope. Additional memorandums, summaries or technical reviews may be requested by City staff on an as-needed basis and provided per the consultant's hourly fee schedule.

The finalized and accepted Transportation Impact Analyses (TIA) documents shall identify developer obligations for project approval. City staff will place these requirements in the staff report for the applicable development. If requested by City staff, the retained consultant shall represent the City at the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) meetings. One such meeting is included in the lump sum price as part of the retained consultant's basic services; additional meetings as requested by City staff will be provided on an hourly, as-needed basis according to the consultant's fee schedule.

It is anticipated that this contract will be in effect for a three (3)-year period. Compensation shall be at the rates provided by the consultant, with allowances for a new rate schedule to become effective on the contract anniversary date, based upon the contract execution date, for each succeeding year. Updated fee schedules shall be reviewed and approved by the Engineering Director prior to invoices.

Individual work assignments will be generated by the completion of a Work Order that will identify specific services as well as the amount of payment and fee terms. When the work assignment is associated with a development proposal, the developer's applicant shall submit to the Franklin Engineering Department a Request For Approved Traffic Analysis Report For Roads. The City of Franklin Director of Engineering will then prepare a Work Order to be reviewed and approved by the development owner. With the development owner's concurrence, the Director of Engineering will then issue the Work Order to the City-retained consultant. For on-call work

assignments on City of Franklin projects, Work Orders will originate directly from the Director of Engineering.

III. DESCRIPTION OF ENGINEERING SERVICES

PROJECT MANAGEMENT AND COORDINATION

The retained consultant will manage each TIA review or TIA preparation project for the City of Franklin following all applicable City of Franklin development review processes and standards. At the beginning of the project, the City of Franklin Planning/Engineering Project Co-Leaders will hold a meeting with the retained consultant to initiate the project and formulate a clear understanding of the project requirements. This meeting will include discussion of the project scope, schedule, communication protocol, and team organization.

The retained consultant may hold up to two additional meetings as needed with Planning/Engineering staff during the TIA review or preparation. The retained consultant shall hold a final summary (fourth possible, including kick-off) meeting with Planning/Engineering staff at which the consultant will provide his recommendations from the TIA investigation for inclusion into the City Staff report. Project meetings for the TIA elements will be conducted either at the City offices or, when appropriate, by teleconference to provide detailed updates on the project status. The retained consultant will prepare agendas for and schedule all meetings with concurrence of the City's Project Co-Leaders and will distribute meeting minutes afterward. In summary, the basic services of the retained consultant include up to four possible meetings: Kick-off/Project Understanding Meeting, Two additional project meetings and the Final Summary Meeting. Additional meetings will be held at the direction of City staff and will be provided by the retained consultant as hourly additional services.

Monthly or at least quarterly activity reports will be prepared by the retained consultant that cover the project progress from one report to the next and will indicate the work completed during the past month or quarter. These periodic reports will most often accompany the period activity billing.

Standard TIA review projects shall be priced on a lump sum basis, with allowances for extra meetings on an hourly basis following the retained consultant's contract hourly rate schedule. Quality Assurance/Quality Control shall be included for all submittals reviews and documents, in accordance with the policies of the retained consultant and the City of Franklin. QC hours shall be included in the lump sum item. For high profile TIA preparation projects, City staff and the retained consultant will develop and negotiate custom scope of work and fee schedules executed as individual Work Orders. The tasks guideline for the retained consultant shall include the following services:

- Task 1: Initial Coordination and Guidance of developer TIAs
- Task 2: Detailed Review of submitted TIAs / Preparation of TIAs
- Task 3: Establishment of TIA recommendations

- (a) Formulation of investigation documents and recommendations for City Staff report
- (b) Meetings and presentations as needed with FMPC and BOMA

TASK 1: INITIAL COORDINATION AND GUIDANCE OF DEVELOPER TIAS

Development applications with a significant traffic impact require a detailed TIA in order to identify needed transportation improvements. Such improvements will need to integrate with the City of Franklin Comprehensive Transportation Network Plan (CTNP) and therefore investigate multi-modal activities occurring on the transportation network. The retained consultant will have a thorough knowledge of the CTNP as well as other background or ongoing TIAs that relate to the development proposal. This knowledge will include the scope and schedule of City Capital Improvement Projects and other developer or agency projects for transportation, the available database of transportation demand, and current traffic signal program data where applicable. This inventory of data gathering is to facilitate the initial meeting with the TIA preparer in accordance with the Zoning Ordinance Chapter 5.10.3(5)(b)(i). The retained consultant will attend the initial meeting with the TIA preparer and provide available pertinent data as well as give guidance on the Zoning Ordinance items listed below.

(i) Initial Meeting

Prior to the preparation of a transportation impact analysis, the preparer shall review the following with the Engineering Department or its designee:

- A.) Study methodologies and assumptions
- B.) The study area designation
- C.) The study horizon year
- D.) The time periods to be analyzed
- E.) Other approved developments in progress; and planned or on-going relevant transportation projects
- F.) Safety concerns within the study area

The TIA preparer will submit a Memorandum of Understanding (MOU) to the retained consultant, and City staff as requested, based on input received at the initial meeting. The retained consultant will answer any questions from the TIA preparer during the TIA's formulation of the MOU, and clear final review approval of the MOU with the City Traffic Engineer before authorizing the TIA preparer to proceed. The retained consultant shall also answer any questions from the TIA preparer in the process of performing the study.

TASK 2: DETAILED REVIEW OF SUBMITTED TIAS

The retained consultant shall perform a detailed investigation of the submitted TIA. (The final version of the TIA is needed, at the latest, prior to the second submittal in the Design Review Team cycle, lest the development application be recommended for deferral to the following month.) This review includes the checking of the basic study assumptions, the inventory data applied, the

directional distributions to be used, the trip generation calculations, the technical analyses, and the conclusions and recommendations. The retained consultant shall clear with the City Traffic Engineer any corrections and adjustments that would be needed prior to relaying comments on the submitted TIA to the preparer. This communication between the retained consultant and the City Traffic Engineer may take the form of telephone call, e-mail and/or written memorandum.

The retained consultant will investigate the recommended TIA improvements in the context of other improvements proposed or planned by government agencies and/or area developments. The retained consultant will distinguish between needed on-site versus off-site improvements. The retained consultant will make comment on right-of-way constraints and requirements, sight distance issues, ITS elements and multi-modal accommodations as well as travel lanes and traffic controls. Where new turn lane and/or traffic signals are proposed, he will review warrant analysis submitted by the TIA preparer for these improvements according to established methods and ensure compliance with the City of Franklin Street Specifications. In the case of a re-submittal of a TIA that needed revision, the retained consultant shall again clear with the City Traffic Engineer the final version before relaying acceptance of the revised TIA to the preparer. When required, review of the first re-submitted version of the developer prepared TIA is included in the retained consultant's Basic Service; additional reviews of re-submittals will be billed under hourly Additional Services.

TASK 3: ESTABLISHMENT OF TIA RECOMMENDATIONS

The outcome of the Task 2 investigation is the formulation of recommendations and their presentation for the FMPC and BOMA, as needed.

TASK 3, Part A.) Formulation of review documents and recommendations for City Staff report

The retained consultant shall prepare a comprehensive transportation recommendation memorandum for the development's staff report, to include developer obligations for each specific improvement with the associated development stage requirement for completion. He shall provide this memorandum to the City Traffic Engineer and project co-leaders for placing the requirements into the staff report, in time for the publication of the staff report for its upcoming FMPC meeting.

TASK 3, Part B.) Meetings and presentations as needed with FMPC and BOMA

When a development with a TIA component is on the agenda for an FMPC and/or BOMA meeting, the retained consultant may be required to attend with or on behalf of the Engineering Department staff. He shall answer any questions of the legislators and applicants, and participate in the discussion on the transportation issues as needed.

Meeting attendance beyond the one meeting included in the lump sum Basic Services task will be requested, scoped and approved in advance by the City for billing at the hourly rates shown in the man-hour and fee breakdown.

SCHEDULE:

It is anticipated that the Tasks described in this scope will be completed on the following schedule, based upon the monthly cycle for plan submittals to the City of Franklin:

Task 1: There is a pre-application process that allows generally ten (10) days for staff review and comment prior to the initial submittal date. Any meeting with the TIA preparer/applicant is to occur at least five (5) days prior to the submittal deadline. (Pre-application comments are valid for one hundred twenty (120) days.) The retained consultant shall participate in pre-application meetings and guide the transportation element of this process. Upon receipt of the development application, including the developer-prepared TIA, the assigned review consultant will perform Task 2.

Task 2: There is a fourteen (14) day period for review and comment on the initial submittal, which generally will include the development's TIA. The retained consultant shall perform the detailed review of TIAs with a response to be prepared for the project co-leaders and City Traffic Engineer by the DRT meeting for this first submittal. There is again a fourteen (14) day period for review and comment on the second and final submittal, for which the retained consultant shall provide his final comments on the final version of the development's TIA to the project co-leaders and City Traffic Engineer for the second DRT meeting.

Task 3, Part A.): The schedule for the preparation and publishing of the Planning Commission staff report sets the time requirement for the formulation of recommendations based on the review of the final TIA. Generally five (5) days after the second DRT (as little as 2 days during holiday months) the staff comments are due for publishing.

Task 3, Part B.) The schedule for the meetings of the FMPC is normally the fourth Thursday of the month at 7 p.m., but the third Thursday for the holiday months. The schedule for the meetings of the BOMA is normally the second and fourth Tuesday of the month at 7 p.m., but just the second Tuesday for the month of December.

TASK 4, CITY CONSULTANT PREPARATION OF DEVELOPERS TIAs

As determined by City staff, high profile projects will be prepared by the retained consultant and presented to the developer following the procedures listed in Tasks 1-3. It is anticipated that the Developer will cover 90% of the cost and the City shall cover 10% of the cost associated with the scope of services. Regardless, the City shall be responsible for paying the retained consultant for all work authorized and completed.

TASK 5, GENERAL TRAFFIC ENGINEERING SERVICES

As determined by City staff, the selected consultant will help with general traffic engineering services associated with a variety of on-call capital projects to include, but not limited to:

- Signal Design
- ITS Design
- Signal Timing
- Warrant Investigations for Signals and Turn Lanes.
- Roadway Design
- Safety Studies
- Transportation Planning
- Traffic Data Collection
- Construction Engineering and Inspection

Additional services approved by the City will be scoped and billed at the hourly rates shown in the man-hour and fee breakdown. These services, scopes and fees will be identified in the individual Work Orders.

NEEL-SCHAFFER RATE SCHEDULE

CITY OF FRANKLIN ON-CALL TRAFFIC ENGINEERING SERVICES

COF CONTRACT # 2015-0378

The method of payment and the amount of payment for specified services shall be identified in a Work Order prepared by the **ENGINEER** and reviewed, approved and issued by the **OWNER**.

2015 RATE SCHEDULE FOR PROFESSIONAL SERVICES		
Employee Classification	Position	Hourly Rate
P-9	Principal	\$220.00
P-8	Senior Manager / Vice President	\$190.00
P-7	Engineer Manager & Professional IV	\$160.00
P-6	Senior Project Managers & Professional III	\$145.00
P-5	Project Managers & Professional II	\$125.00
P-4	Engineer & Professional I	\$110.00
P-3	Profession Intern III	\$90.00
P-2	Profession Intern II	\$75.00
P-1	Profession Intern I	\$60.00
T-5	Certified Engineering Technician/Supervisory Technician	\$100.00
T-4	Technician IV	\$90.00
T-3	Technician III/Inspector III	\$80.00
T-2	Technician II/Inspector II	\$60.00
T-1	Technician I/Inspector I	\$45.00
T-1	Student Intern	\$35.00
A-1 thru A-4	Administrative/Clerical	\$45.00
"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner		
"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.		
Neel-Schaffer reserves the right to negotiate a reimbursement rate for employee classifications not listed should the need arise. Hourly rates shall be adjusted on an annual basis in accordance with the terms of the agreement.		

The hourly labor rate for each job classification shall be adjusted on an annual basis on January 1 of each calendar year by a factor equal to the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Department of Labor. The adjustment will be made utilizing the unadjusted CPI-U percentage change for All Items for the 12-month period ending in November of the preceding calendar year. The first adjustment will be made on January 1, 2017.

NEEL-SCHAFFER RATE SCHEDULE

CITY OF FRANKLIN ON-CALL TRAFFIC ENGINEERING SERVICES

COF CONTRACT # 2015-0378

The method of payment and the amount of payment for specified services shall be identified in a Work Order prepared by the **ENGINEER** and reviewed, approved and issued by the **OWNER**.

REIMBURSABLE EXPENSE SCHEDULE	
Expense*	Cost
Vehicle Mileage**	\$0.47/mile
On-site RPR Vehicle Charge (per day)	\$25.00/day
Mylar (24" x 36")	\$5.00/sheet
Bond (24" x 36")	\$1.00/sheet
In-house Printing/Copying (8.5" x 11") B&W	\$0.20/sheet
In-house Printing/Copying (8.5" x 11") Color	\$0.50/sheet
In-house Printing/Copying (11" x 17") B&W	\$0.40/sheet
In-house Printing/Copying (11" x 17") Color	\$1.00/sheet
* All other expenses, including subcontractors, contract reproduction/printing, travel and subsistence, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.	
** Vehicle Mileage rate will be adjusted to coincide with the Standard Mileage Rate established by the State of Tennessee Department of Finance and Administration.	

ORDINANCE 2015-68

TO BE ENTITLED: "AN ORDINANCE TO SET NEW SPEED LIMITS ON LONG LANE, NORTH OF PEYTONSVILLE ROAD."

WHEREAS, prior to the Long Lane realignment project the existing speed limit on Long Lane was forty five miles per hour (45 MPH) , with an advisory speed posting of 25 MPH at the sharp curve adjacent to I-65 (See Exhibit A); and

WHEREAS, as part of the Goose Creek (I-65) Interchange Project, Long Lane was realigned with a speed limit posting of thirty miles per hour (30 MPH), north of Peytonsville Road (See Exhibit B); and

WHEREAS, Engineering Department staff completed a speed study and an engineering evaluation of the new roadway geometry created by the Goose Creek (I-65) Interchange Project and recommended new speed limits.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, THAT:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that, the speed limits, in both directions, for Long Lane, North of Peytonsville Road be set as shown in Exhibit C and as follows:

- Thirty-five miles per hour (35 MPH) from Peytonsville Road to just north of the Williamson County Ag Expo Park.
- Forty-five miles per hour (45 MPH) from the Williamson County Ag Expo Park to the City Limits.

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION III: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

BY: _____

**ERIC S. STUCKEY
CITY ADMINISTRATOR**

**DR. KEN MOORE
MAYOR**

Approved as to Form:

PASSED FIRST READING

PASSED SECOND READING

Exhibit A – Ordinance 2015-68
Existing Conditions – Prior to Long Lane Realignment



Exhibit B – Ordinance 2015-68
Existing Conditions – After Long Lane Realignment

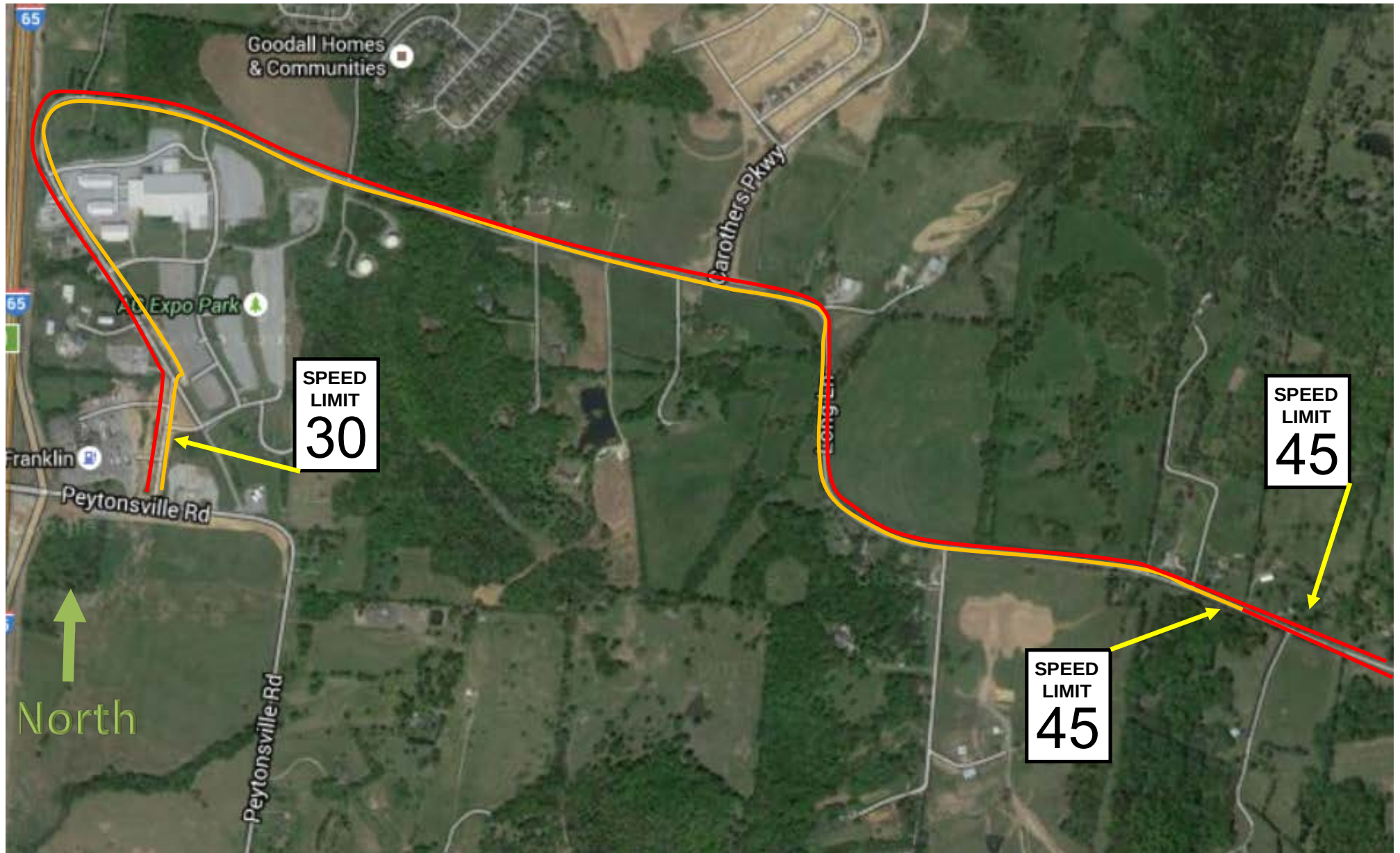
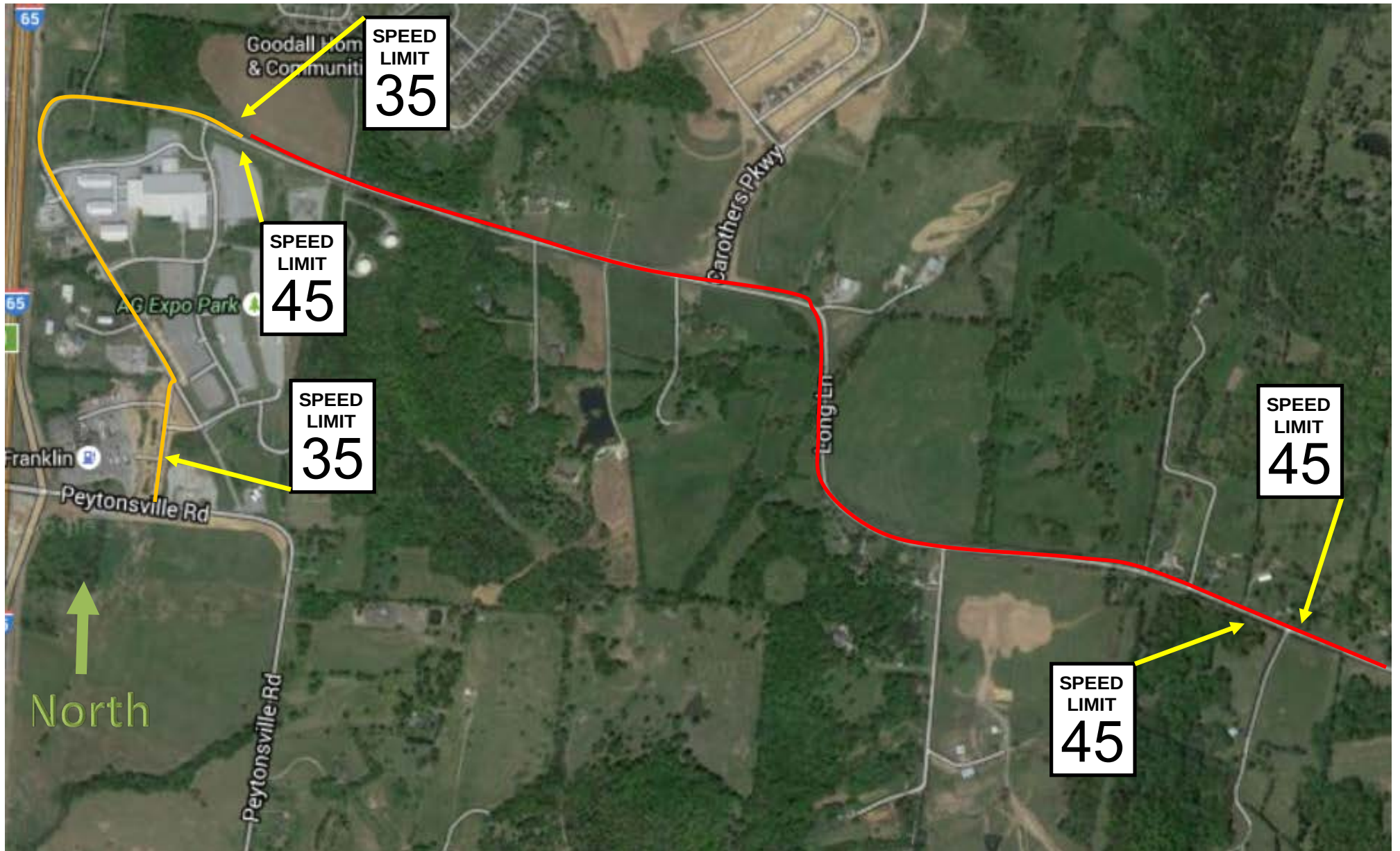


Exhibit C – Ordinance 2015-68
Proposed Conditions



**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY OF FRANKLIN STREET LIGHTING
STANDARDS PROJECT
COF Contract No. 2015-0284**

THIS AMENDMENT is made and entered into on this the____day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and Barge Waggoner Sumner and Cannon, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Development of Street Lighting Standards, dated the 8th day of September 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Lump Sum Fee in the amount of FORTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$43,500.00), as authorized by the City Engineer; and

WHEREAS, the City realized the need for additional work for the Project not originally included within the initial professional services agreement; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Attachment A, dated December 18, 2015, for a Lump Sum Fee of **FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00)**; and

WHEREAS, the City has reviewed the proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their December 18, 2015, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A for a Lump Sum Fee in the amount of **FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00).**

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed,

with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated September 8, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**BARGE WAGGONER SUMNER
AND CANNON, INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



December 18, 2015

Mr. Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Development of Street Lighting Standards for the City of Franklin, TN
BWSC Project No. 3621600**

Subject: Additional Scope of Work and Compensation

Dear Paul:

I am writing to provide information with regard to Barge Waggoner Sumner and Cannon, Inc. (BWSC) providing additional engineering services for the above referenced project. Following is a description of our understanding of the additional project scope of services and compensation thereof:

ADDITIONAL PROJECT SCOPE OF SERVICES UNDERSTANDING

The City of Franklin (COF) has determined that three examples of lighting of an existing residential neighborhood need to be created. These examples will be first for the lighting as it is currently configured, second for lighting if a prescriptive method of locating light fixtures is prescribed, and third for lighting designed based on IES RP-8-14.

The City of Franklin has also asked that BWSC provide up to eight (8) hours of training of COF personnel on how to interpret the lighting design submittals that will be required by the completed *Franklin Transportation & Street Technical Standards Document* (the standard).

ADDITIONAL SCOPE OF WORK

BWSC proposes the following Scope of Services based on the project additional services noted above.

Additional Task 1 – Examples of Lighting Design Results

BWSC will utilize the GIS data and original construction plans (for existing light fixture types and locations) provided by the COF for a portion of an existing neighborhood block. BWSC will create three separate lighting layouts. The first is to match the existing lighting installation, the second will be based on a prescriptive layout, and the third will be based on the Illuminating Engineering Society of North America (IES) RP-8-14 document. This will include the creation of background files for the roadway from the GIS files. The layout will not include coordination with underground./overhead utilities, culverts, or power distribution as the layouts are only for example and normal design process may have eliminated the conflicts with lighting taking precedence.

Additional Task 2 – Training for Review of Lighting Designs

BWSC will provide up to eight (8) hours of training on the process of reviewing of lighting design submittals required by the standard. This may be broken down to three separate sessions.

Additional Task 3 – Additional Review of Proposed Standard

The COF has indicated that the proposed changes to the standard will need to be reviewed by the Streets Department, Building and Management Services, and the Planning Commission. An additional submittal of the standard with proposed modifications, additional review meeting, and incorporation of needed modifications will be included as additional services.

COMPENSATION

Compensation for the services described is as follows:

Task	Description	Fee Type	Fee
1	Examples of Lighting Design Results for Existing Neighborhood Area		\$7,800
2	Training for Review of Lighting Design Submittals		\$2,700
3	Additional Review/Update of Proposed Modifications to Standard		\$4,200
4			
TOTAL		Lump Sum	\$14,700

Individual task amounts are shown for budgeting purposes only, amounts may be reallocated among tasks as needed.

EXCLUSIONS

The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

- Surveying of existing roadways to create bases for lighting design program/output.
- Confirm conflicts with lighting fixture locations and existing conditions.
- Confirmation of existing conditions.

We appreciate the opportunity to continue to serve you on this project. If you have questions or need additional information please contact me.

Sincerely,
Barge Waggoner Sumner and Cannon, Inc.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

cc: Paul Harrington, BWSC
Jeff Weis, BWSC
Jack Kimbrough, BWSC
Ann Weis, BWSC
Paula Harris, BWSC

ORDINANCE NUMBER 2015-65

TO BE ENTITLED: “AN ORDINANCE AMENDING THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A - COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16. STREETS AND SIDEWALKS”

WHEREAS, the City of Franklin, Tennessee (City) provides plan review services related to private development to ensure compliance with various City Ordinances, City Development Standards and Federal and State Requirements; and

WHEREAS, plan review services are provided for the protection of the public health, safety and welfare; and

WHEREAS, the City desires to utilize consultants to review Transportation Impact Analysis (TIA); and

WHEREAS, due to the cost of materials and labor and consultants’ fees, it is necessary to set fees for the City to be reimbursed for the costs of reviews of TIAs; and

WHEREAS, the State of Tennessee requires that rates and fees be charged adequately in order to cover costs of such services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: That Title 16, Appendix A of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~ and to add the following text noted in **bold**:

**CHAPTER 16. STREETS AND SIDEWALKS, ETC;
APPENDIX A – COMPREHENSIVE FEES AND PENALITES**

Right-of-Way Permit, Plan Review and Inspection Fees	
Traffic Impact Analysis Review Fee	\$3,500

SECTION III: BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE,
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING: _____

PUBLIC HEARING: _____

PASSED SECOND READING: _____



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name (If Applicable)			
Subdivision, Section, Lot			
Map & Parcel(s) #		79 57.03	
Property Address		322 SPRINGHOUSE CIRCLE FRANKLIN, TN 37067	
City Project # (If Applicable)			
Applicant's Name & Company		RYAN MCGRAW	
Applicant's Address		211 WATSON VIEW DR FRANKLIN TN 37067	
Applicant's Email & Phone #		rpmcgraw@gmail.com 404-483-5940	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 1 SINGLE FAMILY DWELLING use additional sheets as necessary			
Anticipated sewage flows. Information Required for Sewer Service		350 GPD	
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: EngineeringMBX@franklin.tn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: _____





Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	CHECK ALL THAT APPLY: ☐ Water ☐ Sewer	
Project Name (If Applicable)		
Subdivision, Section, Lot		
Map & Parcel(s) #		
Property Address		
City Project # (If Applicable)		
Applicant's Name & Company		
Applicant's Address		
Applicant's Email & Phone #		
Anticipated Water Meter Size(s) (see chart on pg. 3).		
Sewage Flow Calculations: <i>Use the City of Franklin projected flow examples sheet –pg.4</i> <i>use additional sheets as necessary</i>		
Anticipated sewage flows. Information Required for Sewer Service		
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

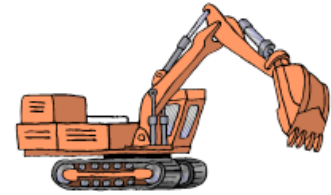
Email Application to: EngineeringMBX@franklinton.gov

For additional information or questions please call: 615-791-3218

Date Submitted:

MEMO

TO: Applicant
FROM: Engineering Department
DATE: March 19, 2015
RE: **Request for Water and/or Sewer Availability & Associated Costs**



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map
- Sewage Calculations (*For Development projects only; Individual Single Family Homes are not required to submit these calculations*).

Email Application to: **EngineeringMBX@franklintn.gov**

For additional information or questions please call: 615-791-3218

Additionally, when water and/or sewer plans are submitted for review the final hydraulic analysis of the line/s shall be included with the submittal. Use the City of Franklin standards for flow calculations.

There is a 30 day maximum turnaround time for the requests. Unless your requests requires Board of Mayor & Aldermen (BOMA) approval then will be notified of the date of the BOMA meeting at which your request will be brought up.

The availability is granted based on the following time periods:

Construction plans are to be prepared and submitted within one year from the granting of availability.

Construction of the water and sanitary sewer improvements shall begin within one and one-half (1 ½) years from the granting of availability.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:	Calculate Your Fees:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)	
Access Fee	Water & Sewer	See Charts Below (based on meter size)	
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)	
Tap Fee	Water & Sewer	See Charts Below (based on meter size)	
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)	
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line	

Utility Permit Related Fees: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount	Calculate Your Fees:
Utility Permit Fee	Water, Sewer & Reclaim Water	\$100	
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water	
Inspection fees:		Fee Rate & Amount	Calculate Your Fees:
Water Main Line		\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line		\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line		\$1.50/LF (minimum \$1,000)	
Reclaim Water		\$1.25/LF (minimum \$1,000)	

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

The fees are paid at the Utility Billing Department, Suite 141, City Hall Mall.

Effective March 1, 2008, the fees and installation costs are as follows:

WATER							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap already made ²	City to make tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size)							
Meter Size	SFUE	GPM	SDF	Access Fees	Effluent Disposal Fee	Tap already made ²	City to make tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

2- Meter and meter box only

3- Includes the tap, meter and meter box

Other Related Information:

1. **Private Fire Hydrant and Sprinkler Systems** – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.
2. Cost reimbursement for water and sewer lines will not be allowed for improvements constructed, on or offsite, for the sole benefit of the development. Main line extensions greater than what is required to serve the development and are available for use and benefit of the customers of the COF may be eligible for reimbursement of a portion of the cost of construction of said improvements including the cost of easements and rights-of-way.
3. Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
4. No customer shall supply water service to more than one dwelling or premise from a single service line.
5. The Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer.
6. Properties requesting availability that are located outside of the Franklin city limits, but within the Urban Growth Boundary (UGB) will be required to request annexation **prior** to the availability request being reviewed.

If you have any questions concerning this request, contact the City of Franklin Engineering Department at (615) 791-3218 or the Water and Sewer Department at (615) 794-4554.

Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments - One Bedroom	250	per unit
Apartment - Two Bedroom	300	per unit
Apartment - Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Drive- In Theaters	5	per car space
Factories (no showers)	25	per employee per 8- hour shift
Factories (with showers)	35	per employee - per 8- hour shift
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin- operated)	400	per standard size machine
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant - Ordinary (not 24- hour)	35	per seat
Restaurant - 24- Hour	50	per seat
Restaurant - Banquet Rooms	5	per seat
Restaurant - Along Freeway	100	per seat
Restaurant - Tavern (very little food service)	35	per seat
Restaurant - Curb Service (drive- in)	50	per car space
Service Stations	1000	Per fuel island
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Youth and Recreation Camps (with food service)	50	per person
Theaters, auditorium type	5	per seat
Car Wash - (stand alone)	500	Per bay
Hospitals (no residents) (with food service)	300	per bed
Nursing and Rest Homes (with food service)	200	per patient
	100	per resident employee
	50	per non- resident employee
Doctors/Dentists	75	per doctor
	20	per employee
	10	per patient
Schools - Elementary (with food service)	15	per pupil
Schools - High and Junior High (with food service)	20	per pupil



January 14, 2016

Sewer Lift Station

- PS Existing
- PS Proposed
- + Manholes

Flow Monitor

- WTP Rule_1
- X Sewer System Valve

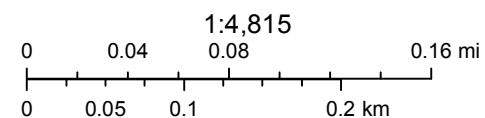
Sewer Pressurized Pipe

- Abandoned Force
- Sewer Force

Sewer Gravity Pipe

- Collectors
- Interceptors
- Abandoned Collector

Abandoned Interceptor



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name (If Applicable)			
Subdivision, Section, Lot			
Map & Parcel(s) #			
Property Address		3916 E. McEwen Drive Franklin, TN	
City Project # (If Applicable)		(Renee Hart)	
Applicant's Name & Company		Hart Enterprises / Danna Owen (owner)	
Applicant's Address		7105 Bakers Bridge Ave. Ste 100 Brentwood, TN 37027	
Applicant's Email & Phone #		skjhart@gmail.com 615-478-8962	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4 inch - Has new 3/4 in water line installed in Oct.	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4			
use additional sheets as necessary			
Anticipated sewage flows. Information Required for Sewer Service			
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:	

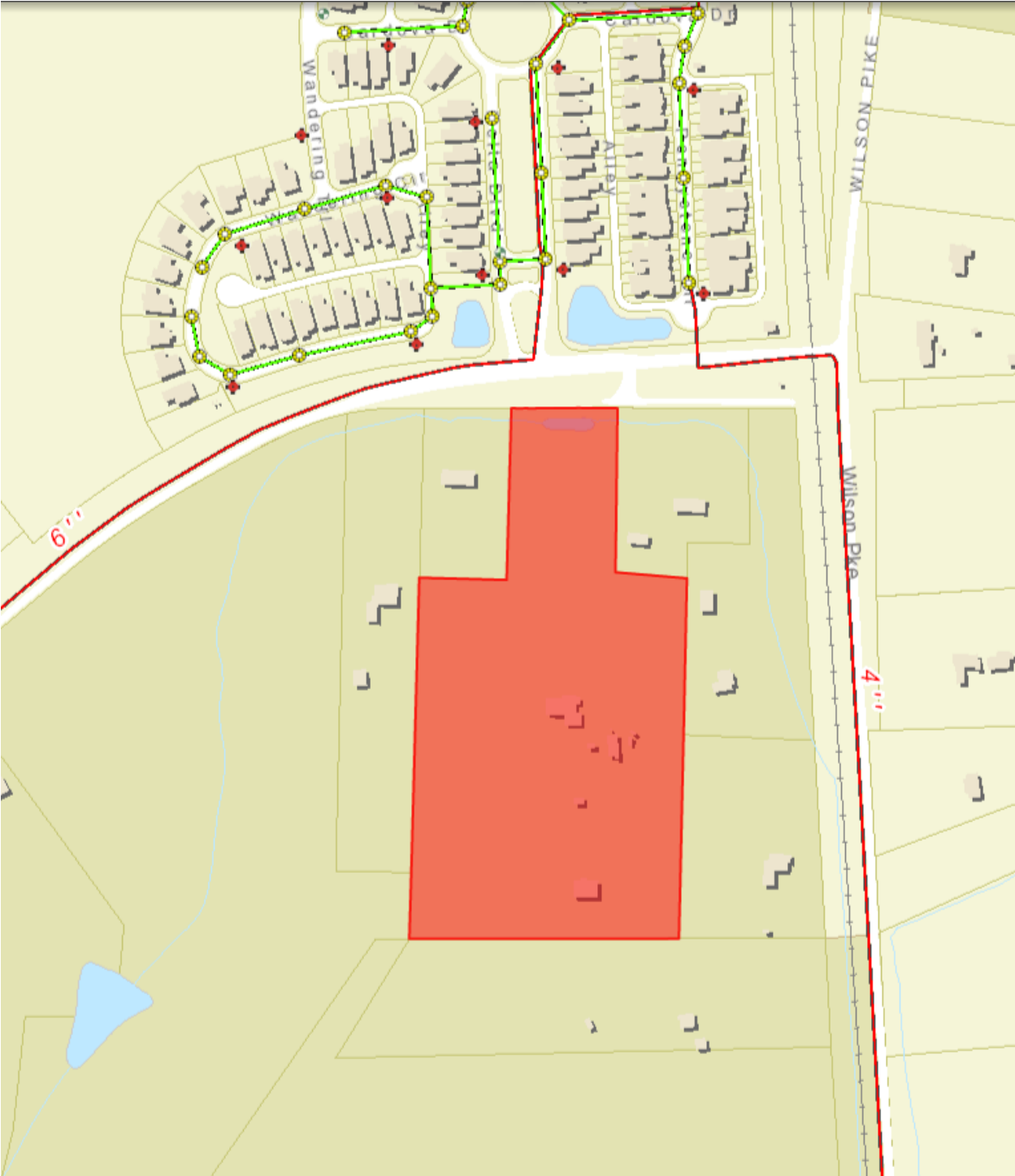
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: EngineeringMBX@franklin.tn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 1-5-15

Working on this since Oct
needs to get this going.





Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name (If Applicable)		Schrenk	
Subdivision, Section, Lot			
Map & Parcel(s) #			
Property Address		3880 E. McEwen Lane	
City Project # (If Applicable)		Franklin	
Applicant's Name & Company		Rork Thomas, R Thomas Construction, LLC	
Applicant's Address		321 Billingsly Court, Ste 2, Franklin, Tn 37067	
Applicant's Email & Phone #		Rork@rtc2000.com	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Sewage Flow Calculations: <i>Use the City of Franklin projected flow examples sheet –pg.4</i> There is an existing home at this address currently on septic. I have to get a denial letter for a sewer connection in order to proceed with the county for a new septic system. I have already spoken with someone in Franklin Engineering and there is only a force main and it is across the street and would also have to go through a creek. Thank you, <i>use additional sheets as necessary</i>			
Anticipated sewage flows. Information Required for Sewer Service			
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: EngineeringMBX@franklintn.gov

For additional information or questions please call: 615-791-3218

Date Submitted: 1/13/15

